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The Solicitors' Journal.

LONDON, JANUARY, 29, 1870.

THE ANOMALIES and discrepancies in county court law and practice have been of late frequent subjects of comment in our pages. Here is an anomaly which, in a small way, is perhaps as extraordinary as any that has been hitherto mentioned. By Rule of Practice No. 50 a summons which has not been served may be reissued, under certain circumstances, without the payment of a further court fee. The cases in which these reissues are allowed are cases in which the non-service has not arisen out of any negligence on the part of the plaintiff in issuing the original summons. Under section 2 of the County Courts Act, 1867, a summons on a claim for goods sold to be dealt with in the way of defendant's trade may be served personally, and judgment entered by default if there is no notice of defence given. Some of the Courts decline to re-issue summonses under section 2, in spite of the provisions of rule 50, and demand a fresh fee if a second summons is issued in consequence of the non-service of the first. It sometimes happens that not only a second but a third summons is required in consequence of non-service, and this is more likely to be the case when service is required to be personal. Taking a case, then, where a third summons has been necessary, for say £20, we have this extraordinary difference in the practice of the courts:—if the summons is taken at Lambeth, for example, the fee of £1 3s. covers all the three "successive summonses," as rule 50 calls them, but at Southwark or Wandsworth the fee is charged three times over; and, as only one fee can be charged to the defendant, the plaintiff loses the other two! No time should be lost in setting right so extraordinary a difference in practice as this.

THE ARGUMENT OF AN important case, *Reg.* v. *Stainer*, was commenced last Saturday in the Court for the Consideration of Crown Cases Reserved. The argument is to be continued to-day. The point involved is whether an officer of a friendly society, some of whose rules are in restraint of trade, although not dealing with strikes, is liable to an indictment for embezzling money of the society, which he has received on their account, in the ordinary course of the business of the society This point has, we believe, never received judicial consideration in any reported case. In the recent decisions of *Hornby* v. *Close* (15 W. R. 336) and *Farrer* v. *Close* (17 W. R. 1129), a somewhat similar question was discussed, viz., whether friendly societies, some of whose rules were for the support of strikes, and in that sense in restraint of trade, could take advantage of a section (section 44) of the Friendly Societies Act (18 & 19 Vict. c. 63), which enables friendly societies to take summary proceedings against persons misappropriating their funds.

The result of these cases is that, although in *Farrer* v. *Close*, the Court of Queen's Bench was equally divided, societies whose rules are in restraint of trade are excluded from the benefit of this section. 32 & 33 Vict. c. 61, while it remains in force (for it expires at the end of this year), provides for such cases as those of *Hornby* v. *Close* and *Farrer* v. *Close*, and extends the section of the Friendly Societies Act to societies having rules as to the terms on which their members will employ or be employed, although such rules may operate in restraint of trade. Neither this statute nor these cases therefore settle the point in issue in *Reg.* v. *Stainer*, although they may doubtless afford materials for argument on the question as to what principles should govern the decision in *Reg.* v. *Stainer*.

THE FOLLOWING reaches us from an official source :—

"Probably the practical effect of the new system of collecting the Queen's taxes may be more easily apprehended by contrasting the actual working of the method hitherto in force with that now coming into operation.

"Suppose the case of an individual assessed under Schedule D. of the Income Tax Act for the year 1869-70, the duty payable by whom shall amount to £20 for the whole year; under the system heretofore in force £10 of that sum would have been collected in October or November, 1869, £5 would become payable about February, 1870, and the remaining £5 in April, 1870. On each of these several occasions the collector would give a receipt for the amount paid and would afterwards account to the proper officer for each sum so received; under the new system, no demand is made until January, 1870, when the whole £20 is collected in one sum and at once accounted for to the Revenue, and no further demand will be made upon the party until January, 1871, when the income tax duty for 1870-71, will, in its turn, be in like manner collected in one sum; it is obvious that this simplification of the mode of collection will diminish the labours of the officers engaged therein by two thirds, whilst a considerable economy will be effected and much complication avoided by the diminution of the number of official receipts and other forms hitherto used in collecting and accounting for the duties.

"The effect as regards the inhabited house duty will be similar, but the case is somewhat different in reference to the general duties of assessed taxes. Hitherto, the assessed taxes have been charged and accounted for in the following manner.

"Take, again, the case of an individual liable to those duties for the year 1869-70.

"Early in April, 1869, the party was required to make a return of the greatest number of taxable articles kept or used by him within the preceding year, commencing 6th April, 1868, and ending 5th April, 1869. Having made the required return an assessment was made in accordance with the party's liability. Payment of the first moiety of that assessment was demanded in October or November, 1869, and the second moiety will be required to be paid in April, 1870; and here a certain hardship will undoubtedly arise, owing to the introduction of the new plan of charging and paying the assessed taxes by means of licences, inasmuch as the party will be required to pay the licence duty in January, 1870, for the articles he actually has in use at that period. This will clear him, so far as regards those articles, until January, 1870, but the second moiety of the assessment of 1869 will still be outstanding and payable in April, 1870.

"Thus—

"Amount of assessment, 1869-70, say £20 ...	First moiety, paid October, 1869 ...	£10
do. do. ...	Second moiety, payable April, 1870	£10
		£20
"Assessed tax licence, 1870-71, payable January, 1870 ...	say	£20"

This is a correct explanation of the new and old laws on this matter; but, as the reader who perused our article on the subject (*ante* p. 128) will see, it involves an assumption which has been at the bottom of most of the popular misconception of the matter, and which, in all probability, is accountable of the non-comprehension by the public of the explanation put forth by the Chancellor of the Exchequer. It narrates, so far as the collection of the income tax and inhabited house duty is concerned, what was the *proper* system of collection, but not that which was commonly adopted. In practice the three applications were not made. In London, as far as our experience goes, only

one was made, and printed forms were used, showing at what times the moieties were payable, which forms were generally served about midway between those times. This was the practice, at any rate, in the case of all persons whose credit was reasonably good. The explanation which we have printed at the head of this notice describes accurately the times when the duties used to be *payable*, but not those in which they used in practice to be paid. Thus the tax collectors appear, in one respect, to have anticipated the new scheme by collecting all the portions in one sum; but the consequence was that they could not get it till the end of the year.

MANY OF OUR READERS will peruse with interest the observations of Sir Roundell Palmer, which we reprint in another column, on the Married Women's Property question. Sir Roundell Palmer's view of any proposal to alter the law is always cool and singularly keen and far reaching. There is almost as much partisanship, and almost as many shibboleths are heard, on topics of social as on those of political reform. Anything, therefore, which falls from Sir Roundell Palmer is grateful, both for its authority and as a relief in contrast to multitudes of more or less hasty and imperfectly considered utterances. Upon the married women's property question Sir R. Palmer fears that legislation in the spirit proposed by the extreme "rights of women" sect would be no benefit to any one. We certainly agree with this view,* believing that such a social revolution as that proposed by the Bill of 1868 would let in seventy evils to cure one. We further agree with Sir R. Palmer in disapproving of the principle, contended for by some, of rendering wives independent of their husbands, and we believe that a considerable part of the random utterances on this point are owing to their authors never having calmly considered the extent to which protection of the wife's property is *possible*. You may tie up separate property or earnings as tightly as you will, in principal; but as to instalments of income, wherever husband and wife live together, no legislation on earth can guarantee that the husband shall not be able to get hold of the actual shillings, if he is so minded and strong enough. In order to put the property out of the husband's power, you must put it out of her own.

Sir R. Palmer agrees that, among the poor, some provision is necessary for securing to the wife a better facility for obtaining the protection already extended in part by the Matrimonial Act. No doubt some provision of this description would touch the matter nearly, but we do not think it would supply all the need. And we repeat our former opinion that the Gordian knot is to be untied (we disclaim any desire to have it *cut*) by borrowing from France some modification of the *separation des biens*, under which all the wife's property remains her own, the husband being, as long as they live together, sole *administrateur*.

UNDER THE COUNTY COURTS ACT (9 & 10 Vict. c. 95) a creditor had to go to the debtor's district to obtain a summons; so that a debtor, for a trifling sum, was almost safe against proceedings, provided he lived at a considerable distance from his creditors, as creditors seldom thought it worth their while to enforce a claim in distant courts. Subsequent legislation has been more favourable to creditors in allowing them, under certain conditions to summon debtors from a distance. The Act of 1867 (section 1) carried this principle further than it had been carried before by allowing a debtor to be sued "where the cause of action wholly or in part arose." Under this section the mere receipt of an order for goods has been generally held to be "part of the cause of action," although the purchaser might live hundreds of miles away, and might never have been within the district to which he might subsequently be summoned by virtue of the receipt of the order within it. This section seems to have worked well for two years, and no attempt has been made to disturb the arrangement, but the operation of a similar section relating to judgment summons is now imperilled. By section 18 of 19 & 20 Vict. c. 108, any of the nine metropolitan courts (excluding the City court) were empowered to send common summons to each others districts for service, without leave of the Court, which was required previously. This was practically treating the metropolis as one district, as each high bailiff of a metropolitan court became bailiff, for this purpose, of all the other metropolitan courts, to the great convenience of plaintiffs, as they previously had to wait for days, sometimes (as in vacation) for weeks, for the sitting of the Court, to obtain leave.

By section 3 of the Act of 1867, the same rule was applied to judgment summons, the City court being added to the nine metropolitan courts to comprise the metropolitan district. Hence, for two years, plaintiffs could issue judgment summons in their own districts, and have them served in any part of London without leave of the Court. No. 2 of the new Rules has now laid down that "A judgment summons shall not be issued by a Court unles the debtor resides or carries on business within its district, or unless by leave of the Court under section 48 of 19 & 20 Vict. c. 108." That section 48 provides that in *all* cases of judgment summons to be served in another district, leave of the Court must be obtained; and the drawer of the rules seems to have treated this as the most recent statute on the subject, ignoring altogether the 3rd section of the Act of 1867.

The point was raised before one of the metropolitan judges this week, when he at once said the Committee of County Court Judges were not empowered to make rules setting aside Acts of Parliament, and consequently, Rule No. 2 was of no effect. The application was for a judgment summons to be sent to another metropolitan district for service, and the judge said, that although leave was not necessary he would grant it, to obviate the difficulty that might arise from the officers of other districts acting upon the rule and not upon the Act of Parliament. He granted leave in the particular case, but gave general leave in all such cases without plaintiffs being put to the inconvenience of applying to the Court. Thus section 3 is repealed by Rule 2, but Rule 2 is repealed by order of a judge, at least so far as his court is concerned.

We have stated the point as we gather it to have been presented to the judge above mentioned, but it is possible that the framers of the new Rules may have proceeded upon the assumption that section 5 of the Debtors Act, 1869, by substituting its own provisions for those of sections 98 and 99 of the 9 & 10 Vict. c. 95, may have repealed by implication section 3 of the County Courts Act, 1867.

SOME FEW WEEKS SINCE we had occasion to notice a concern called the "West Kent Mercantile Institute" at Greenwich, consisting of a solicitor named Elworthy, and his father. The institute has appeared during the present month as a plaintiff in the Greenwich County Court, suing one of its clients for £8 odd for professional services, including negotiation for a loan. It appeared from the evidence, as commented upon by the judge, that the institute did not keep its solicitor's diary as it should be kept. As to the claim for the loan negotiation, the judge dismissed it with costs. The prospectus of the institnte stated that agencies had been opened in all the principal towns in the kingdom. In our former remarks we queried the names of the solicitors conducting the agencies. Mr. Elworthy, jun., when examined on this point, declined to give any further details than that on being entrusted with any business in any town he would select a name out of the *Law List*, which would constitute an agency. It appeared that Mr. Elworthy, jun., was solicitor to the institute, Mr. Elworthy, sen., being secretary, surveyor,

**Vide*, 12 S. J. 691.

and his clerk. We trust the Incorporated Law Society has its eye on this pair.

VICE-CHANCELLOR MALINS has consented to preside at the ensuing Anniversary Festival of the Solicitors' Benevolent Association, which is appointed to take place on Wednesday, the 15th of June next, at the Freemasons' Tavern, London.

ACTIONS AGAINST CARRIERS.

No. I.

The contract with a carrier for the carriage of goods has this peculiarity—that there are usually three parties concerned in the contract—viz., the consignor, the carrier, and the consignee. The carrier knows necessarily of the existence of the consignor and the consignee, and usually their names also, but he is ignorant of the relations that exist between them, and he knows nothing as to the ownership of the goods. When a carrier is liable to an action for not properly carrying the goods entrusted to him for carriage, it often becomes a difficult question to determine in whose name the action ought to be brought, whether in that of the consignor or of the consignee. The rule most generally laid down is that the action should be brought in the name of the person who has the property in the goods, whether he was the consignor or consignee (Smith's Merc. Law, 7th ed. p. 292, Chitty & Temple, 124). In *Coombs* v. *The Bristol, &c., Railway Company* (6 W. R. 726), Watson, B., says—"The right to sue the carrier depends upon the question in whom the property in the goods is."

If the cases upon which this rule purports to be based are examined, it will be found that the rule is not correctly stated. There is no dispute in these cases that the action against the carrier for neglect of his engagement to carry is one substantially of contract. The language, however, of the judgments in several cases might lead one to suppose that the rights on breach of contract for carriage are different from those which arise on the breach of other contracts.

Usually on the breach of a simple contract the person entitled to sue for such breach is the person with whom the contract was made; the person from whom the consideration moved, and to whom the promise was made. If on the breach of a contract of carriage the owner of the goods carried *quâ* owner were the proper person to sue and not the person with whom the contract was made, these contracts would be of a most anomalous nature and would give rise to rights very different in principle from those springing from other contracts. There is, however, no authority for such a proposition concerning contracts for the carriage of goods, and indeed the cases which are most frequently cited to establish the rule before stated really prove that these contracts are subject to the same principles as all other contracts. The rules, therefore, for ascertaining the proper person to be plaintiff in an action for a breach of contract of carriage are the same as on the breach of any other simple contract. He is entitled to sue from whom the consideration proceeds and to whom the promise is made.

The rule that the ownership of the goods determines the right to sue on the contract has arisen from a confusion between the right to sue and the evidence by which that right is proved. The right to sue depends upon contract. The proof that the contract sued upon was made with the plaintiff is frequently established by showing that he was the owner of the goods which were to be carried. If A. order goods of B. of a particular kind, and direct B. to send them to him by a particular carrier, and B. executes the order correctly, and the property in the goods vests in A. on delivery to the carrier, A. is usually the proper person to sue the carrier for negligence in the carriage of the goods. If, however, B. sends goods of a kind different from that ordered by A., so that A. is not bound to and does not accept such goods, B. would usually be the proper person to sue. There is no doubt about this proposition, and it is also clear that the proper person to sue in each of these cases would be the person who is the owner of the goods. In the decisions establishing these propositions the right of action is generally treated as if it depended upon the ownership of the goods, but it is obvious that in each of these cases the contract for carriage is in fact with the owner of the goods.

In the case first put A. undoubtedly does authorise B. to send the goods, and, therefore, contracts with the carrier through his agent B. In the second case, A. does not authorise the sending of such goods as B. in fact sends, and consequently makes no contract with the carrier. In this latter case, therefore, the contract, as a matter of fact, is between B. and the carrier. Thus the right of action in both cases springs from a contract proved as a matter of fact, but the ownership of the goods would be important evidence to establish the existence of the contract. Of course, in either of these cases, evidence in addition to the facts we have supposed might alter the legal rights by showing that some contract existed different from that which appeared at first sight.

It must also be remembered that a consignor delivering goods to a carrier for a consignee, who is the owner, may or may not so act as to create a contract between himself and the carrier. The mere fact, however, of delivering goods to a carrier to be carried does not necessarily show any contract between the consignor and the carrier. The carrier may, and often does look exclusively to the consignee for payment, and relies on his right of lien to enforce that payment. Whether or not there is a contract between the consignor only and carrier, or between the consignee only and carrier, or whether there is a contract between the consignee and the carrier, on which either the consignee, the principal, or the consignor, the agent, can sue, is really a question of fact and not of law. It is a fact to be decided like any other fact—viz., by the jury. The confusion between the right of action and the evidence of the contract which gives the right of action, has caused considerable difficulty in cases where this subject has been discussed. When, however, the decisions in these cases are closely examined, it will be found that they may all be reconciled with the adoption of the ordinary principles of the law of contract, although there are *dicta* which cannot be so readily explained.

One of the earliest cases in which the question whether the consignor or consignee of goods is the proper person to sue for a breach of the contract of carriage is *Davis* v. *James* (5 Burr. 2680), decided 1770. That was an action by a consignor who paid for the carriage of the goods against a carrier for breach of the contract. The property of the goods was in the consignee, and it was argued that the consignee was the proper plaintiff, and not the consignor. Lord Mansfield, however, said in giving judgment, "the vesting of the property may differ according to the circumstances of cases, but it does not enter into the present question. This is an action upon the agreement between the plaintiff and the carrier. The plaintiffs were to pay him. Therefore the action is properly brought by the person who agreed with him, and was to pay him." *Moore* v. *Wilson* (1 T. R. 659) is to the same effect. There there was an agreement in fact between the consignor and the carrier, although as between the consignor and the consignee the latter was to pay for the carriage. The consignor was held to be the right person to sue.

In *Dawes* v. *Peck* (8 T. R. 330) a consignor, the property in the goods being in the consignee, was held unable to sue, and the judgment might appear to be based on the fact that the consignor had no property in the goods. This, however, is not the real *ratio decidendi*, because both *Davis* v. *James* and *Moore* v. *Wilson* are referred to and approved, but distinguished on the

ground that there the consignor paid for the carriage. In other words, in those two cases a contract between the consignee and the carrier was proved, but no such contract was proved in *Dawes* v. *Peck*, and, therefore, the plaintiff was non-suited.

Joseph v. *Knox* (3 Camp. 320) shows very clearly that the right of action against a carrier depends upon the question with whom was the contract made. The action was on a bill of lading by a consignee against a carrier for non-delivery. The property in the goods was in the consignee. Held, that the action lay because "there is privity of contract between these parties (the plaintiff and the defendant) by means of the bill of lading. That states that the goods were shipped by the plaintiffs, and that the freight for them was paid by the plaintiffs. To the plaintiffs therefore from whom the consideration comes, and to whom the promise is made, the defendant is liable for the non-delivery of the goods. After such a bill of lading has been signed by his agent he cannot say to the shippers they have no interest in the goods and are not damnified by his breach of contract. I think the plaintiffs are entitled to recover the value of the goods, and they will hold the sum recovered as trustees for the real owners."

In *Sargent* v. *Morris* (3 B. & Ald. 276) a consignee of goods by bill of lading was held not entitled to sue. There was no contract in fact by him with the carriers, as under the circumstances, the consignors could not in any sense be considered as his agents to make the contract of carriage with the carriers for him.

Fragano v. *Long*, 4 B. & C. 219, shows that a consignee, the owner of goods which had been sent to him by his directions, can sue the carriers for negligence in the carriage. There the property was in the consignee, and the right of action is spoken of as depending upon the right of property, but it will be seen that there was clearly a contract between the carriers and the plaintiff, through the plaintiff's agents, the shippers. To the same effect is *Swain* v *Shepherd* (1 M. & Rob. 224) where the consignor of goods sent "on sale or return" was held entitled to sue the carriers for negligence. In *Coats* v. *Chaplain* (3 Q. B. 483), the consignor was also held entitled to sue. He had sent goods to a consignee by the consignee's order, but the Statute of Frauds had not been complied with and the goods were lost on the road. In these two cases there was clearly a contract between the consignors and the carriers, and on this ground they were entitled to recover. *Coombs* v. *The Bristol, &c, Railway Company* (6 W. R. 726), was the converse of *Coats* v. *Chaplin*. The plaintiff in *Coombs* v. *The Bristol, &c., Railway Company* was the consignee of goods ordered by him of the consignor, the property in which had not passed to him, as the Statute of Frauds had not been complied with. It was held that the plaintiff could not recover in an action against the carriers for the loss of the goods.

In *Freeman* v. *Birch* (1 Nev. & Man. 420) Parke, J., says, during the argument, "the person who employs the carrier must bring the action;" and again, "the circumstance of the legal right being in one person may be evidence of employment by that person." In *Dunlop* v. *Lambert* (6 Cl. & Fin. 600), the authorities on this subject are examined and the law is thus stated: "Although generally speaking where there is a delivery to a carrier to deliver to a consignee he is the proper person to bring the action against the carrier should the goods be lost; yet if the consignor made a special contract with the carrier, and the carrier agreed to take the goods from him and to deliver them to any particular person at any particular place, the special contract supersedes the necessity of showing the ownership in the goods, and the consignor, the person making the contract with the carrier, may maintain the action though the goods may be the goods of the consignee."

These are the authorities most frequently referred to when the question, Is the consignor or consignee the proper person to sue? is discussed.

LAW DIGESTS.

While the Legislature has been unable to make up its mind to do anything decided upon the great subject of a complete digest of the law, private enterprise has been endeavouring to supply the public from time to time, in a very unambitious form, and to a limited extent, with some of the advantages which would be derived from larger schemes. Though digests of the whole law cannot be had, digests of the case law decided during certain periods are pretty numerous. The *Weekly Reporter* Digest of cases decided within the year is issued at the close of each yearly volume, and embraces the reports of all the four series now published. Mr. Fisher's Digest, formerly published in connection with the *Jurist*, is still issued annually. The *Law Times* has its Digest. The *Law Journal* likewise publishes its periodical Digests, though they appear at longer intervals than those we have mentioned. These various Digests are of various degrees of excellence, and we do not propose to discuss their merits here. But they all resemble each other in one point, and that is the general principle upon which they are framed. The plan adopted by all of them has been to select, wherever it was possible, broad general heads, being for the most part heads long known to all lawyers as familiar land marks, such as bankruptcy, landlord and tenant, principal and agent, and the like; then to arrange in convenient groups the cases falling under each of these heads; finally, to complete the work by inserting both for the cases falling under these familiar heads and for others which do not admit of being brought into such large groups, as many cross references under other titles as seem necessary to secure that no one shall look for any point in the Digest in vain. This method of arranging the cases as far as possible under the widest heads to which they are referrable, and only referring to them under the words which indicate the smaller details, has always been supposed to secure several advantages; first that any one at all in the habit of using the Digest is pretty sure to find any decision in the first place where he looks for it; secondly, that all the cases upon kindred points will be found together; and thirdly, that if any one of the proper cross references is omitted (and digests of course enjoy no immunity from error), there is no great harm done, for the case will still be found in the place where most people will look for it first and every one will look for it first or last. We will take an imaginary example. Suppose there are five or six cases to be dealt with in which the question was whether certain things were perils of the seas within the meaning of the ordinary policy of insurance. In one the question is as to damage done by rats, in another as to damage done by the leakage of petroleum oil, and so on through the others. In ordinary digests these would all be found together, forming a group of cases under the general head "Insurance," or something of the kind. There would be more references to the place at which the several cases are to be found under the heads "Perils of the seas," "Rats," "Leakage," "Petroleum oil." In this way those who wanted any particular decision, say the one about rats, would find it where he would be most likely to look for it first, and where he would certainly look for it if he did not find it in the place first searched. Any one who wanted to have light on the meaning of "Perils of sea" by seeing all the late decisions upon those words, would find them all collected together. And if, by accident, a cross reference were omitted, say for instance, that under the word "Rats," no great harm would be done; for no one who looked for the case under that word and failed to find it could think of concluding that it was not in the book. Another advantage of the system of grouping may not be quite so obvious at first sight, but is very real. When decisions are thus arranged, the true bearing of each is at once apparent, and there is no danger of supposing any one to have a wider application than it really has. Thus, in our example, the cases on the "Perils of the

seas" being all ranged under the head "Insurance," no one could forget that they have to do only with the meaning of those words in a policy, or could suppose that they are conclusive as to their meaning if used anywhere else.

A new digest of cases has lately appeared in the field, issued in connection with the *Law Reports*. The preparation of a digest must always be an ungrateful and very laborious task; and in the result no reasonable man could ever expect more than an approximation to perfect accuracy. The *Law Reports* digest is the result, we have no doubt, of diligent labour, and we have no reason to suppose that it is not, at least as free from error as any other digest formed on the same plan is likely to be. Indeed, as it is a digest only of the cases decided in one set of reports, and is at the same time nearly a year in arrear of several other digests which comprise the cases reported in all, its framers have had an exceptionally easy task, and, therefore, we may presume, have accomplished it with special accuracy. It supplies, for this reason, the better illustration of what we have to say about the principle on which it seems to have been formed. Anyone who takes up this Digest for the first time will see at once that it is not compiled on the ordinary principle. He will turn to the heads "Bankruptcy," "Landlord and Tenant," "Practice," and find not a single case under any of them, but under each a number of mere references to other places. He may not, however, at first sight detect what principle has been adopted in its place. We can, of course, only judge from the result; but from this there can be little doubt that the rule which the compilers have laid down for themselves is the precise reverse of the usual one—namely, to place each case under the lowest and least general head to which it can be referred, giving only references under the higher and more general. Thus the cases which in other digests would be collected and classified under "Bankruptcy" are here to be looked for under "Fire Policy," "Defeating and Delaying Creditors," "Fraudulent Preference," "Unstamped Creditors Deed," and so on. We do not say that this method has been thoroughly adhered to throughout. Sometimes it has been departed from to a remarkable extent; for instance, all the Scotch cases, we believe, in the Digest are mixed together under "Scottish Law." And in the very matter of "Perils of the seas" a middle course has been taken. But, as a general rule, there can be no doubt, we think, that this Digest has been framed upon the principle we have stated; and, as the plan seems to us as unfortunate as it is novel, we shall very briefly examine its working.

The first and most obvious result of this arrangement is that in the vast majority of cases no one will find any point in the first place where he looks for it, for very few people can remember or guess the minutiæ of a case sufficiently to look for it at once under the word which expresses its smallest detail. Another effect is, that to anyone who wants to find all the cases falling within any large heading, for the purpose, we will suppose, of noting them up in a text-book or for any similar purpose, this Digest is absolutely useless. If anyone wished to use it for noting up his Daniell's Chancery Practice, he would turn to "Practice in Chancery," and find himself referred to about 180 cases scattered over all parts of the book, and would thereupon give up his attempt in despair. Again, where all attempt at logical arrangement is thus discarded, it must often happen that even the compiler of the Digest himself can see no reason whatever for placing a case under any one of several headings rather than any other. And in such instances even people familiar with the smallest details of the cases could never know where to look for them. A few examples will illustrate what we mean. A case decided that to an action upon a covenant made in consideration of marriage, a plea that the marriage was null and void by reason of impotence, without going further, was a bad plea. That case is neither set out nor referred to under "Husband and Wife," nor even under "Nullity of Marriage;" it is set out under "Plea of Nullity of Marriage." How many people are likely to find that case when they want it? There is a case as to interrogatories in an action for malicious prosecution, another as to interrogatories in an action of slander. Why is one under "*Interrogatories* in an action for malicious prosecution," and the other under "Slander"? There is a case deciding that where an incumbent has two churches in one benefice he must hold service in both. Where would anybody expect to find this case? Under "Ecclesiastical Law" perhaps, but there is no clue to it there; under "Clergyman" perhaps, but it is not referred to there; under "Parish" possibly, but there is no reference to it there. It is to be found under "Two Churches in one Benefice." We shall not weary our readers by giving more examples of this class, though we could easily give them by scores. The next fault of this system is that it enormously increases the risk of serious error. Perhaps the worst fault that can be committed in a digest is to separate the decision of a case in the court of first instance from the decision of the same case on appeal, without taking care in some way that no one shall look at the one without being at once sent on to the other. In framing a digest on the ordinary principle this is not likely to occur, for the two decisions must almost necessarily come before the compiler at the same time. But under the new system, if the last catch-word at the head of the report is not the same in both, they will not come before the compiler together, and he is therefore very likely to overlook their connection. In two instances in this Digest we have met with cases decided first in the court below, and afterwards on appeal, in which the two decisions are far apart, and there is no reference from one to the other. *Brook* v. *Badley* (in which the question was whether or no a certain testamentary gift was obnoxious to the Mortmain Act), before the Master of the Rolls, is to be found in column 485, under the head "Mining royalty"; the same case, on appeal, in column 612, under the head "Proceeds of sale of real estate": *Flamank* v. *Simpson*, in the Arches Court, may be found in column 47 under the head "Appeal to Court of Arches," and the same case before the Privy Council is in column 424, under the head "Jurisdiction of Court of Arches;" and in neither instance is there any reference from one place to the other. These are the only instances we have met with of this particular form of error; we cannot, of course, say whether they are the only instances in the book. But further, the new system risks everything on the perfection of the work, and turns every little oversight of the compiler into a formidable blunder. If, in an ordinary digest, the compiler had made the very oversight we have just been speaking of, and had failed in any way expressly to indicate the identity of the case in the Court below and on appeal, still the two would necessarily have been almost close together, and any one using the digest would have seen their connection, and corrected for himself the oversight of the author. But in the present Digest the omission of a reference is fatal.

All the defects which we have pointed out are, as it seems to us, the natural consequence of the system adopted in the new Digest; and, on the other hand, we are unable to discover any single advantage which it possesses over the old system. We hope so bad an example will not be followed, but of this there is probably little danger.

HIGH COURT OF CALCUTTA.—The following appointments have been made in the High Court (original side), consequent on the resignation of Mr. Theobald:—Mr. R. Belchambers, registrar of the High Court (original jurisdiction), to be taxing officer, accountant-general, and scaler, with power, as registrar, to perform the duties heretofore performed by the prothonotary, and also such of the duties of the Clerk of the Crown as are not connected with the criminal sessions; Mr. A. S. Gasper to be assistant to the registrar and assistant to the Clerk of the Crown (Mr. C. C. Macrae); and Mr. W. R. Fink to be clerk to the Chief Justice.

RECENT DECISIONS.

EQUITY.

EFFECT OF FORFEITURE OF SHARES.

Creyke's case, L.J.G., 18 W. R. 103.

The fallacy which underlies a good deal of the argument in this and similar cases appears to us to consist in the supposition that shares are absolutely extinguished by the act of forfeiture. Absolutely extinguished they are not, and cannot be, but only in relation to the holder; and they revert back on forfeiture to the company, and form a portion of the unissued capital. If this were not so, there would be an easy way to reduce the capital of a company in spite of the Companies Act, 1862, and without complying with the requirements of the Companies Act, 1867. Forfeiture extinguishes no liability of the holder which existed at the date of the forfeiture; and a person who ceased to be a member of a company, whether by forfeiture or transfer, remains liable for a whole year afterwards to be put on the list as a past member, and pay, after the list of present members is exhausted, his proportionate share of all debts which were due when he ceased to be a member of the company. So far as he is concerned as a contributory on list B, it matters not whether the shares revested in the company by forfeiture, or vested in a third party by transfer. Nor does it make a bit of difference, so far as he is concerned, whether the shares were forfeited in his own hands, as in *Creyke's case*, or in the hands of his transferee, as in *Bridger's* and *Neill's cases* (17 W. R. 216, L. R. 4 Ch. 266). The case before us was substantially the same as the last named cases, but was complicated by a clause in the articles of association—"Forfeiture shall extinguish. . . . all other rights incident to the share"—but which did not occur in *Bridger's* and *Neill's cases*.

Whatever might be the true meaning of these words, they could hardly be read so as to overrule section 38 of the Companies Act, 1862. It must be borne in mind that a contract to take shares implies a contract to pay the full amount due on them at such time and in such manner as the constitution of the company provides; and this liability is one which affects past members, though in a modified degree, equally with present members. How, therefore, if a man is a past member, can it make any difference in his liability, that he became so by the forfeiture of his shares as a penalty for noncompliance with some duty he owed to the company, instead of by transfer to a third party?

VENDOR AND PURCHASER—NOTICE OF TENANCY.

James v. *Lichfield*, M.R., 18 W. R. 158.

Everything that puts a purchaser on inquiry amounts to notice; and it has long been settled that the occupation of a tenant amounts to notice to the purchaser of the actual interest of the tenant in the property (*Taylor* v. *Stibbert*, 2 Ves. 437).

A purchaser who takes it for granted that the occupation of a tenant is from year to year only, will nevertheless be bound, if it turns out that the tenant enjoys a larger interest, or has an option to purchase (*Daniel* v. *Davison*, 16 Ves. 249).

As between tenant and purchaser, then, the purchaser cannot, after notice of a tenancy, set up the defence of purchase for valuable consideration without notice, whatever the actual tenancy or tenant's right may turn out to be. In the case before us the Master of the Rolls decided that the same principle was applicable to cases between vendor and purchaser, as to cases between purchaser and tenant. The purchaser in the present instance was tenant from year to year, and assumed that the remainder of the property contracted to be purchased, which he knew to be in the occupation of A. B., was held upon similar terms. It turned out that A. B. had in his pocket when the contract was made an agreement for a lease for twenty-one years of the portion of the property occupied by him; and the purchaser in consequence filed his bill against the vendor for specific performance with an abatement. If it had been a case of mistake although on the purchaser's part only, and not common to him and the vendor, yet, as the matter rested in contract, and no deed had been executed, the Court might, it seems, have rectified the error (*Harris* v. *Pepperell*, 16 W. R. 68, L. R. 5 Eq. 1, as was done in *Garrard* v. *Frankel*, 30 Beav. 445), where a person supposed he had entered into a contract for a lease at one rent, and it turned out that the rent specified was of a larger amount. But in the present instance there was no case of mistake, inasmuch as the purchaser was put upon inquiry by his knowledge of the fact of A. B.'s occupation, and therefore specific performance with an abatement was refused.

COMMON LAW.

CHARGES BY RAILWAY COMPANIES FOR CARRIAGE OF GOODS AT A MILEAGE RATE—REASONABLE ROUTE.

Myers v. *London and South Western Railway Company*, C. P., 18 W. R. 69.

The amount which railway companies may charge for the carriage of goods is regulated by their private and by public statutes. They are generally entitled to charge so much per ton per mile. The question in *Myers* v. *The London and South-Western Railway Company* was, is a railway company bound to carry and charge for goods by the most direct route, or may they carry the goods by a longer way and charge per mile over the extended distance? It was decided that "the defendants were not bound to carry the goods by the nearest or most direct route, but that they were only bound to do so by a reasonable and usual route." The point was short and simple, but the decision is of great importance to railway companies who so often have a choice between two lines. The route adopted must be reasonable, but if it is reasonable the mileage rate may be charged over the whole route, although the goods might have been conveyed by a shorter way.

In the judgment the words "usual" and "reasonable" are used as if they were synonymous, and no doubt they often, and perhaps generally, have the same meaning in cases of this sort. There may, however, be a great difference between a "reasonable" route or a "reasonable" time and a route or time which is "usual." That a certain course of business is usual may be evidence that it is reasonable, but it is not necessarily so. It may sometimes be very "reasonable" to depart altogether from the "usual" course of business. That which has been ordinarily done is "usual," and may or may not be "reasonable." That which ought to be done under the special circumstances of each case is "reasonable," and may or may not be "usual." The decision here was that the defendants were entitled to carry by a "reasonable" route, although such route was not the shortest.

EVIDENCE—CONSTRUCTION—HARBOURING DISORDERLY PERSONS.

Murphy v. *Ahern*, C.P. (Ir.), 18 W. R. 71.

During the past year several cases came before the London magistrates, in which the question was raised, What is sufficient evidence of the offence of allowing prostitutes and other disorderly persons to assemble and continue in refreshment houses? The view that has been taken at the Middlesex Sessions in these cases has been that the ordinary rules of evidence and construction must be strictly applied, and that this offence is not proved by evidence merely that known prostitutes in fact came to a particular refreshment house, and took refreshment there. The same view has been taken by the Irish Court of Common Pleas in *Murphy* v. *Ahern*. The decision there was on a different

statute, but the point for decision was very similar. 5 Vict. c. 24, s. 7, inflicts a penalty upon the keepers of public-houses, &c., who "knowingly permit or suffer prostitutes or persons of notoriously bad character to meet or remain" on their premises. The Court decided that evidence that about sixteen women, most of whom were prostitutes, were in the appellant's house at one time with a number of soldiers, all taking refreshments, and that the women stayed, on an average, about half an-hour in the house, was not sufficient to prove an offence under the statute, as it was not shown that the women came there for immoral purposes, or were guilty while there of immoral or disorderly conduct. The Court says:—"To justify a conviction it is not enough that prostitutes assembled in the house; the justice must be satisfied also that they met there for the purpose of prostitution, or other disorderly conduct." It was not enough that "it was probable that the assembly would result in breaches of morality or decency."

This case resembles very much several cases that have arisen in London, and it confirms the view that has already been adopted at the Middlesex Sessions.

VERBAL EVIDENCE TO VARY WRITTEN CONTRACTS—PRINCIPAL AND SURETY—BILL OF EXCHANGE.

Abrey v. *T. Crux*, C.P., 18 W. R. 63.

The Court of Common Pleas seem to have had some difficulty in applying in this case the well-known rule of evidence that a written contract cannot be varied or contradicted by verbal evidence of a contemporaneous or prior agreement. The action was by the holder of a bill of exchange against the drawer, the acceptor not having paid the bill at maturity. The defendant pleaded that he was a mere surety for the acceptor, and that he drew the bill upon the acceptor as such surety only, as the plaintiff knew, and that it was then agreed between the plaintiff, the defendant, and the acceptor, that the acceptor should deposit certain securities with the plaintiff, which, if the acceptor did not pay the bill, were to be sold by the plaintiff, and the proceeds applied in discharge of the bill, and that, until such sale, the defendant should not be liable upon the bill, and that the securities were duly deposited, but the plaintiff had not sold them. At the trial a verbal agreement, to the effect stated in the plea, was proved. The question was, whether such evidence was admissible, as the agreement was not in writing. It was held that evidence of the agreement was not admissible on the ground, as put by Bovill, C.J., that "the oral agreement stated to have been entered into in the plea goes to contradict the contract stated to have been entered into by the declaration. This oral condition is inadmissible in evidence to qualify the written agreement."

Keating and Brett, JJ., concurred in this view. Willes, J., expressed a doubt as to the propriety of thus deciding. It was, he says, an arrangement "how the surplus of the money owed was to be paid if it turned out that the funds in the holder's hands were not sufficient to satisfy the debt," and in that case the bill was to be enforced in order to pay that surplus. To admit such evidence would be contrary to the ordinary rules, but he thought that an exception to such rules ought in the case of bills of exchange to be made under circumstances like those of the present case.

It might at first sight appear that this case conflicts with those decisions which have established that verbal evidence is admissible to show that a writing which appears a complete contract was yet subject to a condition precedent which has not been performed. The principle, however, of *Pym* v. *Campbell* (4 W. R. 520) and *Rogers* v. *Hadley* (11 W. R. 1074), which, with other authorities, have established this rule, apply only to cases where a condition *precedent* has not been performed. The principle of those cases is that there never was in fact any agreement at all between the parties. If it can be shown that there was a complete agreement between the parties verbal evidence of any condition subsequent is not admissible.

In *Abrey* v. *Crux* the condition alleged in the plea was a condition subsequent. The plea did not allege that the bill was not in fact completely drawn and issued; on the contrary, it admitted that there had been a complete bill on which the acceptor had become liable, but it set up an agreement that the defendant, the drawer (without whom the bill would have been an incomplete instrument), should not be liable unless the plaintiff performed a certain condition. This agreement contradicted the terms of the bill, and therefore could not be proved by verbal evidence.

Although the decision of *Abrey* v. *Crux* merely follows former authorities, the case is remarkable on account of the observations of Willes, J., who seems to have been dissatisfied with the application of the ordinary rules of evidence in a case like this. His objection to their application was apparently that such rules might cause great hardship. This is so no doubt, and the same may be said of almost all rules of evidence, which may sometimes, and probably occasionally do actually obstruct rather than facilitate the object of all evidence—viz., the discovery of the truth. It has, however, been considered that incalculably greater inconvenience would follow if there were no rules to guide the admission of evidence, and the occasional evil is more than compensated for by the general advantage that is secured by the adoption of such rules.

These remarks apply as much to the case of *Abrey* v. *Crux* as to any other case. Willes, J., says, "Great injustice might have arisen if the plaintiff had wilfully destroyed these securities before the bill had become due. He could even then have enforced the bill against the defendant, who would have had no remedy at law." Although any opinion expressed by Willes, J., is deserving of the greatest respect, we cannot help doubting whether he is quite right in this instance. It has been held that if a creditor has securities in his possession, and loses them or gives them up to the debtor, the surety will, to the extent of such securities, be discharged W. & H. L. C., 832, 2nd ed., and cases there collected). We should think, therefore, that if a creditor wilfully destroyed securities *a fortiori* the surety would be *pro tanto* discharged; and that such facts would, if properly stated in an equitable plea, be a good defence to an action like *Abrey* v. *Crux*.

It is clear also that there was no great hardship in fact in *Abrey* v. *Crux*. The defendant, the surety, on paying the amount of the bill, would become entitled to the securities in the plaintiff's hands, and his plea admitted that he only had a defence to the action to the extent of the value of those securities. It seems, therefore, that there is no peculiar hardship in cases like *Abrey* v. *Crux*, and that there is no reason why the rules of evidence, which are salutary in other cases, should be relaxed in these; and we, therefore, think that the decision in fact given is more satisfactory than one in accordance with the views expressed by Willes, J., would have been.

MEASURE OF DAMAGES—PERSONAL INJURIES—FUTURE PROSPECTS.

Fair v. *The London and North Western Railway Company*, Q.B., 18 W. R. 66.

A singular attempt was made in this case to establish some rule whereby the liability of railway companies to compensate for personal inquiries caused be their negligence might be subjected to some limit as to the amount of compensation payable.

The plaintiff had been injured in an accident on the defendants' line and recovered £5,000 damages. In awarding this sum the sum the jury took into consideration the probable damage to his future prospects by the injuries he had suffered. The defendants applied for a

rule for a new trial or a reduction of damages, and it was argued with much force that a claim for damage to future prospects is of a very vague nature as such damage can only be ascertained by a sort of guess, and the hardship to railway companies, who do not and cannot know the amount of the liability they may be incurring on receiving a passenger, was much dwelt upon.

The Court refused even to grant a rule for the argument of the question, and they expressed an opinion that in this case, under the circumstances, £5,000 was "within reasonable limits." They also appear to have been of opinion that the rule that now exists by which such damages may be recovered is reasonable and expedient. There is no doubt but that the liability to heavy damages in these cases acts as a most salutary check upon the too prevalent carelessness of railway management, and this case shows that in the opinion of the learned judges of the Queen's Bench there is no reason why railway companies should be relieved from this liability.

CRIMINAL LAW.

PRACTICE—PROOF OF PREVIOUS CONVICTION—OFFENCES RELATING TO THE COIN—24 & 25 VICT. C. 99, SS. 12, 37.

Reg. v. *Martin*, C.C.R., 18 W. R. 72.

Section 12 of 24 & 25 Vict. c. 99, provides that whoever shall be guilty of an offence relating to the coin after having been previously convicted of a similar offence shall be guilty of felony and liable to the punishment therein specified. By section 37 when any person shall have been convicted of any offence relating to the coin, and shall subsequently be indicted for any offence against this Act (which relates exclusively to coinage offences), the subsequent offence shall first be inquired into by the jury, and if they find the prisoner guilty then and not before the previous conviction is to be inquired into.

Although the wording of section 37 is sufficiently clear there is some technical difficulty in applying its provisions to cases falling under section 12, because section 12 creates a new felony constituted by the commission of a coinage offence (in itself a mere misdemeanour) after a conviction for a previous similar offence. A jury, therefore, would have to be asked on an indictment for a felony under section 12, whether a prisoner is guilty of a misdemeanour in committing the second offence, and then subsequently whether he is guilty of the felony created by section 12 in consequence of the previous conviction having been established after proof of the second offence.

Up to the present time there has been some doubt as to the practice which ought to be pursued on the trial of an indictment under section 12. That is to say it was doubted whether section 37 applied to such indictments. In *Reg.* v. *Goodwin* (10 Cox, C. C. 534) Mellor, J., ruled, following a previous ruling of Lush, J., that section 37 did not apply to trials on indictments under section 12. He said "in a composite offence such as this, made a felony by statute, the two questions cannot be separated as in the case of offences where the previous conviction only increases the punishment."

It is not easy to reconcile this ruling with the express words of section 37, and there has always been a doubt as to whether this is the true construction of the statute.

Reg. v. *Martin* has now settled this doubt. The Court for Crown Cases Reserved were unanimously of opinion that section 37 applied to indictments under section 12, and Lush, J., said, that his attention was not called to section 37 when he ruled that the previous conviction could be proved before the jury had found their verdict as to the subsequent offence. This decision may possibly cause some technical anomaly, but it is clearly in accordance with the wording of section 37, and also with the dictates of practical common sense.

REVIEWS.

The Statutes of Henry VII. In exact fac simile *from the very rare original printed by Caxton in* 1489. Edited, with Notes and Introduction, by JOHN RAE, M.R.I. London: Hotten.

The contrast between the Parliamentary procedure of the present day and the Parliamentary procedure of what are called the Middle Ages is a fair sample of changes which have taken place in ways of life, of thought, and in society generally. How great the difference between a modern Act of scores or even hundreds of sections, creeping with all its minuteness of detail across the intricacies of the existing law, and the short terse statute of Richard III. or Henry VII. Now-a-days, in a highly artificial and complex manner of life, the Legislature is expected to provide for the mode in which its will is to be observed, down to minute items of detail, whereby Act succeeding, partially repealing or reviving Act, sometimes causes immoderate confusion. Four or five hundred years ago it was sufficient if the Legislature declared broadly what the law was to be, and left the details of carrying it into effect to the executive. Having forbidden such or such an action, it was sufficient to enact that those who disobeyed should be "punished at the King's pleasure" or "grievously amerced." Every one knew well enough the meaning of these bold, broad mandates, and it was left to the Crown and its representatives to provide for the *minutiæ* in some more or less rough-and-ready fashion. Doubtless this amplitude, being also incertitude, left open a door for oppression and injustice, but it was free from some of the disadvantages of the modern system; and it is probably not far from the truth to say that an honest will in the executive could always administer a mediæval statute so as to carry out its intention fairly and justly, while the same is not true of every modern one.

Equally significant is the difference between the modern progress of a bill through Parliament, with first, second, and third readings, its committal, re-committal, committal *pro formâ*, report of amendments, &c., and the old manner in which statutes were manufactured, at first by a simple debate on the frame of a law, then by an enactment made by the Crown in answer to a petition of the Commons. The introduction of a draft enactment in the form of the modern bill did not take place till the close of the reign of He nry VI. Occasionally, complaints were made that the enactments contained matter foreign and repugnant to the Commons' petitions; at another time there was a remonstrance made, that some ordinances had been enrolled as laws to which the assent of Parliament had never been given.

Mr. Rae has presented the world with a *fac simile* of Caxton's print of the statutes of Henry VII.; and, as Mr. Rae observes, since Henry's third Parliament met in 1489, Caxton dying in 1491 or 1492, this must have been one of the last works of the father of English printing. Mr. Blades, in his "Life and Typography of Caxton," says that four perfect copies of this work are known to be in existence—viz., one in the Inner Temple Library, one Earl Spencer's, one in the Grenville collection, now in the British Museum (of which the present copy is the *fac simile*), and one in the Imperial Library at Paris. Mr. Rae, however, states that he has ascertained that there is not and never has been any such copy at Paris. He states, also, that Dr. Dibdin wrote an account of this Grenville Caxton in the *Gentleman's Magazine* for 1811, and a reference is given to page 232. The *Gentleman's Magazine* of 1811 consists of two parts, paged separately. In neither part does page 232 contain any communication from Dr. Dibdin on this Caxton; but at page 332 of part I. is a letter from Dr. Dibdin, in which he mentions the discovery by him of the *Spencer* copy. Whether or not Dr. Dibdin ever knew of the Grenville Caxton (he certainly had never heard of it when he wrote this letter), he makes no mention of it either in his "Bibliomania" (1811), or in his "Tour" (1817), or "Bibliographical Decameron" (1821).

The statutes of any given reign are often an important part of its history, always an important part of the materials for its history. The preambles alone of the statutes of Henry VII. are highly significant to any one who has traced with Mr. Froude, or some other able historian, the causes which led to the great moral revolution of the next reign. We need only instance, in proof of this, the statute *De Finibus*, and another of which, perhaps,

even more might be said, the statute which aimed at preventing the "decay of husbandry" by forbidding the throwing up of homesteads, the conversion of tillage into pasture land, and the keeping of large farms in hand. An interesting volume might be written on the condition of the country which led to the passing of this latter Act, comprising in its scope the reign of Henry VII. and continued down to the abortive commission set on foot by Somerset, the Protector, under Edward VI. Some such thought as this, indeed, is put forth by Mr. Rae as his apology for the present *fac simile*, though, if this were all, Pickering's edition would probably be found much more serviceable than that of Caxton. But, in truth, no apology is needed. We cannot all possess an original Caxton, and ought to be obliged to any one who places a good *fac simile* within our reach. Prefixed to the Caxton is a short introductory account of the legislation embodied in these statutes. There is also a glossary of hard phrases and words, with annotations and explanations, which will enable the average reader to apprehend the import of passages which would otherwise puzzle him.

The introductions and annotations are not indeed, so well compiled and written as the *fac simile* is well executed; the *fac simile* has been remarkably well done, but the editorial part of the work is rather slipshod, and somewhat popular and shallow in its learning. Still, however, Mr. Rae is to be thanked for producing a work which will be very appropriate to a lawyer's drawing-room table.

Digest of and Index to the Bankruptcy Act, 1869; *the Debtors Act*, 1869; *and the Bankruptcy Repeal and Insolvent Court Act*, 1869. By JOHN LINKLATER, Solicitor. London: Butterworths. 1870.

This little work is exactly what its name expresses. It is simply an index to the new Act. Even the Acts themselves are not reprinted, which, seeing that they are already in everybody's hands, is probably rather an advantage than otherwise.

The index is very full and accurate, the most so that we have yet seen. It is also admirably printed in clear type and on good paper, no small advantage in an index.

The Bankruptcy Act, 1869; *The Debtors Act*, 1869; *The Insolvent Debtors and Bankruptcy Repeal Act*, 1869, *together with The General Rules and Orders in Bankruptcy, at Common Law, and in the County Courts; with notes, references, and a very copious index.* By HENRY PHILIP ROCHE, Esq., and WILLIAM HAZLITT, Esq., Barristers-at-Law, Registrars of the Court of Bankruptcy. London: Stevens & Haynes. 1870.

To those who wish to have a copy of the new Acts, and of the Rules and Forms, under one cover, and in a convenient form, together with an index, we can recommend this book. There are a few notes to various sections of the Acts, and some of them point out concisely the difference between the new law and the old, and contain references to recent cases. But they are not very systematic. And with the exception of these the only thing in the book which is the work of the editors is the index. They have not had time even to give references from the sections of the Acts to the Rules and Forms by means of which they are to be worked. The index, however, is very good.

COURTS.

COURTS OF BANKRUPTCY.

LINCOLN'S INN.

Jan. 22.—*Re Heritage and Heritage.*

Bankruptcy Act, 1861, *s.* 194—*Bankruptcy Act*, 1869, *s.* 13, *rule* 260.

On the 30th of December last the debtors Messrs. Heritage & Heritage, who were cheesemongers and grocers, executed an assignment of the whole of their property for the benefit of their creditors. The trustees took possession, and, for the purpose of selling the business with the goodwill, they kept the shop open. The debtors were unable to obtain a sufficient number of assents to the deed under the 192nd section of the Bankruptcy Act, 1861, but it appeared that registration had taken place under the 194th section of that statute. After the date of the assignment, viz., the 14th January, 1870, a petition for adjudication was presented by a creditor, and on the same day the Court made an order under the 13th section of the Bankruptcy Act, 1869, and the 260th rule, appointing a receiver. Immediately upon his appointment the receiver proceeded to the shop of the debtors, turned the man acting under the assignment out of the premises, and took possession of everything.

Reed, for the trustees under the deed, now moved for a rule calling on the receiver to show cause why he should not withdraw from possession. He submitted that the receiver was appointed under the statute for the protection of property belonging to the debtor, and that he had no authority to invade the rights of other persons. For the purpose of demonstrating the fact that the trustees possessed a good title, he referred to *Symons* v. *George*, 34 L. J. Ex. 187.

The COURT granted a rule *nisi*.

Solicitors, *Ditton & Co.*

Re Latham.

Bankruptcy Act, 1869, *rule* 260.

Under this petition for liquidation by arrangement or composition, the following notice of motion had been given:—

"The Bankruptcy Act, 1869.

"In the London Bankruptcy Court.

"In the matter of proceedings for liquidation by arrangement or composition instituted by Richard Collins Latham, of 32, High-street, Peckham, in the county of Surrey, grocer.

"Take notice, that this Honourable Court will be moved on behalf of the debtor, on Saturday next, the 22nd day of January inst., that the further proceedings in the several actions brought by you against him may be restrained until the further order of this Honourable Court.

"Yours, &c.,

"JAMES MOTE,

"1, Walbrook,

"Attorney for the said debtor.

"To Messrs." [then follow the names of the several plaintiffs].

Mr. Mote (solicitor), in support of the motion, stated that on the 14th inst. the petition for liquidation was presented, and on the same day the Court appointed a receiver.

Brough, for one of the plaintiffs, stated that the fact of his having obtained judgment and levied execution on the effects of the debtor did not appear on the affidavits. The notice was altogether informal, for it did not state where or at what hour the motion would be made. The sheriff took possession without interference, and it did not appear that the receiver had given notice of his appointment to either of the plaintiffs.

Mr. Piesse (solicitor), for another of the plaintiffs, asked that provision should be made for his costs.

The CHIEF JUDGE said the object of the appointment of a receiver was to prevent one set of creditors obtaining an undue advantage over the others; and he could hardly understand how the sheriff had been allowed to make a levy. There would be an order restraining further proceedings; but at present no direction would be given to the sheriff to withdraw. The costs of the plaintiffs must be reserved. His Lordship added that the notice of motion appeared to be informal.

Solicitors for the execution creditor, *Ashurst, Morris, & Co.*

Jan. 25.—*Nixon and Another* v. *Rigg.*

Bankruptcy Act, 1869, *s.* 7.

This was the first debtor's summons under the new law. It had been adjourned in order that the defendant might find security for the balance of the plaintiffs' claim, and bondsmen had been proposed but the registrar had rejected them.

R. Griffiths, for the debtor, asked for further time to file the necessary bond.

Bagley, for the creditor, objected to further delay.

The CHIEF JUDGE said the object of the order was to secure the amount of the debt and costs. The defendant would be allowed to continue his defence, but only on the terms that he found security. The time would be enlarged until Friday next.

Solicitors, *Parker, Lee & Co.; Harcourt & Co.*

Re D. Tidey.

Rule 260.

Reed moved for an order restraining further proceedings in an action brought against the bankrupt. He stated

that the adjudication took place on the 21st of January, and it was very important, in the interest of creditors, that the stock-in-trade should not be sacrificed. The bankrupt had carried on the business of a builder and the sheriff had given notice of sale.

The CHIEF JUDGE said the affidavits did not show that the sale would be injurious.

Reed said it would be utter destruction to the estate.

His LORDSHIP made an order, subject to the production of an additional affidavit, restraining the plaintiff from taking further proceedings on his judgment.

Solicitor, *Reed.*

Jan. 26.—*Re Morgan.*

In this case (mentioned *ante*, 252) Mr. Jones, solicitor, moved for and obtained an injunction restraining further proceedings in an action pending against the debtor at the period of the presentation by him of a petition for liquidation by arrangement.

Solicitors, *Kent & Jones.*

In re Bernadat.
Rules 178, 179.

Brough, for the trustee under this bankruptcy, moved for a rule *nisi* calling on a person who held a bill of sale over a portion of the bankrupt's effects to show cause why he should not be committed for contempt. It appeared that Bernadat was adjudicated a bankrupt under the new law on the 12th of January, and the bill of sale holder immediately upon becoming aware of the fact, sent a number of men to the bankrupt's premises, and they forcibly took possession. The affidavits showed that on the 16th inst. about seventeen persons were in possession, and that yesterday, after the application of a trustee, removal of the property commenced.

Mr. Loxley (solicitor) for the petitioning creditor.

The CHIEF JUDGE said that if the affidavits were correct a most violent contempt of court had been committed. Leave would be given to appoint a day, under the 178th & 179th rules, for the application to be made, and an injunction would now be granted restraining the bill of sale holder, his workmen, and agents from further interference with the bankrupt's property.

Solicitors, *Ashurst, Morris, & Co.*

Jan. 26.—*Re Heritage and Heritage.*
Rule to show cause—Practice—Rule 50.

In this case a rule had been granted calling upon the petitioning creditor and manager of the estate, to show cause why they should not withdraw from possession, and why the proceedings under the adjudication should not be stayed. The rule had been obtained on Saturday last, at the instance of the trustees, under a deed of assignment executed by the debtors, and leave had been given to make the rule returnable this morning.

Bagley, for the petitioning creditor and manager, stated that the rule was not served until Monday, the 24th, between the hours of two and three, and was not accompanied by any affidavit. On the same day, Messrs. Carter and Bell wrote to the solicitor for the debtor, a letter requiring a copy of the affidavit, but no affidavit was sent until a few minutes before four o'clock yesterday, and to answer it was impossible. Referring to the 50th of the new rules, he contended that the proceedings were irregular.

Reed, for the trustees, said the facts relied upon were within the knowledge of the other side, and the Court had given leave to make the rule returnable to-day.

The CHIEF JUDGE.—Why was not the rule served on Saturday?

Reed.—The rule was taken to the registrar, and not settled by him until Monday.

The CHIEF JUDGE.—You obtain a rule on Saturday and do not serve it until Monday afternoon, and you do not serve the affidavit until Tuesday. That is not fair.

Reed said the property was being ruined.

The CHIEF JUDGE.—I would rather not refer to the merits of the case. The question is whether the other side should have time. I think they are entitled to further time.

The proceedings accordingly stood adjudged until Monday.

Solicitors, *Carter & Bell; Ditton.*

NEW ORDER.

By an order recently issued the Chief Judge has delegated to the several registrars of his court the several powers hereunder specified, that is to say,—

1. The power to hear and determine any debtor's summons and any application to dismiss such summons, and to make all such orders as may be requisite relating thereto.
2. The power to hear and to adjudicate upon all bankruptcy petitions, and to determine all matters in relation thereto, except the power to restrain or regulate proceedings under section 13 of the Act.
3. To adjudicate upon any application by the trustee in relation to directions given to him by the committee of inspection.
4. To adjudicate upon any application to annul the order of adjudication under section 28.
5. To adjudicate upon any application for close of the bankruptcy under section 47.
6. To grant orders and issue requests for auxiliary aid under section 74.
7. To grant orders for the examination of persons in Scotland or Ireland under section 75.
8. To issue warrants for the discovery of property under section 76.
9. To adjudicate as to the consolidation and transfer of proceedings, the substitution of a creditor for the petitioning creditor, and the continuance of proceedings notwithstanding the death of the bankrupt under section 80.
10. To order the re-direction and delivery of post letters addressed to the bankrupt upon the application of the trustee, under section 85 of the Act.
11. To issue subpœnas for the attendance of witnesses or of the bankrupt or his wife, and for the production of documents under section 96, and to take the examination of such parties under section 97.
12. To adjudicate as to the payment of debts admitted to be due to the estate under section 98.
13. To grant search warrants for the discovery of property under section 99.

APPOINTMENTS.

Mr. WILLIAM WEEDON, solicitor, of Reading, has been elected Coroner for the Eastern Division of the County of Berks, in succession to the late Mr. Rupert Clarke. Mr. Weedon was certificated an attorney in Michaelmas Term, 1851, and formerly practised in the Court for the Relief of Insolvent Debtors. For the last twelve years he has been Deputy-Coroner under the late Mr. Clarke.

Mr. JOHN MOLESWORTH, solicitor, of Rochdale, has been elected one of the County Coroners for Lancashire, in the room of the late Mr. Thomas fferrand Dearden. Mr. Molesworth, whose certificate as an attorney dates from Michaelmas Term, 1840, is a member of the Rochdale firm of Molesworth & March, and is the local solicitor to the Ecclesiastical Commissioners.

Mr. BRABAZON CAMPBELL, solicitor, of Warwick, has been appointed Registrar of Warwick County Court, in succession to the late Mr. F. Tibbits. Mr. Campbell was a short while ago appointed Clerk to the magistrates of the Warwick Petty Sessional Division, in the room of Mr. Tibbits, and has now succeeded to the other appointment left vacant by the death of that gentleman.

Mr. JOHN ELLIOTT FOX, solicitor, of 65, Chancery-lane, has been appointed Solicitor to the Customs Fund. Mr. Fox took out his certificate in Easter Term, 1851, and is a Commissioner in the Equity and Common Law Courts, and also in the Stannaries Court of Cornwall and Devon. He is a member of the Incorporated Law Society and of the Solicitors' Benevolent Association.

Mr. GEORGE MANDER, solicitor, of Wakefield, Yorkshire, has been appointed a Commissioner to administer oaths in Chancery in England.

Mr. C. C. Macrae, barrister-at-law, has been appointed Clerk of the Crown in the High Court of Calcutta, in place of Mr. W. Theobald, barrister-at-law, who has resigned. Mr. Macrae has liberty to practise as an advocate while holding the office of Clerk to the Crown.

Mr. ADAM GIFFORD, Sheriff of Orkney and Shetland, has been appointed a Judge of the Court of Session in Scotland. Mr. Gifford was admitted a member of the Scotch Faculty of Advocates in 1849, in the same year as Mr. A. Rutherfurd Clark, the present Solicitor-General for Scotland. He has for several years past been Sheriff of Orkney and Shetland.

GENERAL CORRESPONDENCE.

ERRATUM.—Page 258. In the answer to Question No. 9, Conveyancing, the last five lines should run as follows:—"So that in cases falling under the Act of 1867 *the payment of the purchase money of* the estate sold would (in the absence of declaration by the testator to the contrary) be borne primarily by the estate contracted to be sold.—H. N. M.

THE PRACTICE OF THE COUNTY COURTS.

Sir,—In my last letter I drew attention to several serious evils which, regarding the matter theoretically, I considered it likely would result from the legislation of 1867 conferring judicial functions on the registrars of county courts. I now again advert to the subject for the purpose of pointing out that already, in practice, abuses have cropped up in connection with the new law, to which a stop should undoubtedly be put without delay. In one important court the registrar, as I am informed, is in the habit of issuing from 300 to 400 summonses for a single sitting, and it is not an unusual event to hear one of his clerks boast that a list containing upwards of 300 plaints has been "polished off" before three o'clock in the afternoon. Now, as the court is not open till ten in the morning, and as at least half of the plaints entered terminate in a judgment, it follows from the simplest arithmetical calculation that the hearing of each cause, including the official entry of the result, must, on an average, occupy a shorter period than *two minutes*. Literally and prosaically—thanks to the energy of the registrar—the suitor experiences the envied fate of the warrior;—"*Concurritur: horæ momento cita mors venit aut victoria læta.*" I leave it to the Judicature Commissioners and to the public to determine whether this almost electric speed in the administration of justice is *quite* compatible with the calm investigation of truth.

In another large court a form of summons has been sanctioned, either by the judge or by the registrar, which certainly gives to the defendants some startling intelligence. In addition to the directions which all summonses are by law required to furnish, those in question contain the following notice, which, probably with the view of attracting especial attention to its contents, is printed in red ink:—"N.B.—*All the causes* will be called first before the registrar, at a quarter past ten o'clock a.m., and if defendants do not then answer to their names judgment may *forthwith* be obtained by plaintiff." It would be a curious subject of speculation to inquire for what purpose, and under what circumstances, this strange announcement has been made. Does the registrar really act up to his notice, believing that he is authorised to pronounce judgment in all causes in which the defendants do not appear, oblivious of the fact that the statute has strictly limited his power "to any action founded on contract?" or does he—knowing what the law is, and not intending to violate it—imagine that the notice is in accordance with the law? or, lastly, is he anxious, like a zealous Catholic, to "do a little evil that good may come of it," and consequently to give a wholesome warning to defendants, though it be purposely expressed in language which courtesy would describe as unhappily inexact? We may form a tolerable idea of what is meant by judgment being "forthwith obtained" if we pray in aid the practise of the first-mentioned court, where a list of 300 causes is run through in 300 minutes, but it may be worth asking whether the registrar, who is responsible for the notice, is aware that he can only, under the Act in question, enter up judgment in any case "upon *due proof* of the debt being owing."

Without pressing this topic further, and simply using the instances cited as fair examples of the mode in which the statute is being interpreted, I contend that the practical effect of the new law has been to introduce into the county courts a sort of spurious judgment by default; and this, too, although the system is not protected, as in the superior courts, by that which alone renders it tolerable—the necessity of personal service. Allow summonses to be left, as they are under the county court practice, at the houses of the defendants, and judgment by default becomes a gross violation of justice. As a rule applicable in all cases of non-personal service, I find it more necessary to sift the plaintiff's claim when the defendant is absent than when he is present. In the latter event the defendant can fight his own battle; in the former, his interests, if justice is to be done, must be protected by the court.

But, apart from the above observations, which illustrate and condemn the abuses of the new law, and which indirectly reflect upon the law itself as being one which is calculated to foster such abuses, let us now consider the plan, assuming that it is being worked in the most conscientious and upright manner. Seen in this unwonted light, it is still open to two grave objections that have not yet been mentioned. The one is, that, whenever the judge and the registrar sit concurrently as two separate courts, the former is deprived of the services of the latter in several important matters, and is forced to rest satisfied with the insufficient aid of a mere clerk. Under the old system it was the duty of the registrar, on a court day, to enter up the judgments as they were pronounced by the judge, and such entry became the official record of the proceedings. This, in fact, was the most responsible task performed by the registrar, and it was obviously one which ought never to have been entrusted to an inferior officer. Again, the assistance of the registrar is often required by the judge in referring to a rule of practice, or in finding a particular enactment in a statute, or in hunting for a case in a digest, or in marking a passage in a text-book. Services such as these can only be efficiently performed by an educated lawyer, and a clerk, however zealous he may be, is of no real use. No doubt the judge *can* make the necessary searches for himself, but these will often cause delay and embarrassment at the trial, and will occasionally lead to an inconvenient adjournment.

The remaining objection to the new law is that it almost necessitates the attendance of all the suitors at the opening of the court. The summonses, therefore, must be uniformly returnable for the same hour, and in every contested cause the parties are put to the double inconvenience, first of going before the registrar at ten in the morning to state that the claim is not admitted, and next, of going before the judge, perhaps late in the afternoon, to try the question in dispute. The value of an entire day's work is thus constantly lost to the poorer litigants, who can ill afford such loss; and this is not all; for, wearied out by vexatious waiting, the parties are only too apt to while away the interval between the mock trial and the real one at any neighbouring public-house, and consequently, when the cause comes on for trial, they are often, to use the policeman's formula, "in liquor, your Honour," and with empty pockets and hot heads they are ripe for any unseemly altercation.

To illustrate the full force of this last objection I will refer to the practice established in my own court. There 100 plaints are issued for each day, fifty of which are fixed for ten o'clock, thirty for noon, and twenty for two o'clock. When the list contains many tally cases or other small debts claimed by retail tradesmen the clerks are authorised to issue ten or twenty more plaints, which are distributed, like the others, over the three periods of the day. Causes sent down from the superior courts, jury causes, heavy adjournments, and interpleaders are generally set down for three o'clock, and at the special instance of counsel or attorneys other cases, which are likely to occupy time, are appointed for particular hours, often late in the afternoon. The court sits, on an average, about seven hours a-day; and it is a rare event when any suitor is exposed to an inconvenient detention. When the debts are admitted, and the parties or their agents sign a paper containing the terms of payment, the causes are taken out of their turn, and the litigants are at once released; but otherwise each plaint comes on for hearing in the order in which it is entered, and, except

as stated above, no attempt is made to separate the contentious from the non-contentious business. After what I have written I need scarcely state that, as the law empowers me to adopt or reject sections 16 & 17 of the Act 30 & 31 Vict. c. 142, these enactments are in my court regarded as "dead letters." The system here sketched out has been in full operation for the last fifteen years, and I know that it gives very great satisfaction to the suitors. Occasionally, when there has been an unusual run of admitted or simple cases, I have got through my ten o'clock list before twelve, or my twelve o'clock list before two. But in that event relaxation for a few minutes is felt by me as no hardship, and I have the satisfaction of perceiving the practical advantages of the plan. On several occasions, at a quarter before twelve, I have caused the twelve o'clock list to be called over, and not a party has answered on either side, but at five minutes after twelve the causes have been called on again, and the parties on both sides have been in punctual attendance.

A Metropolitan County Court Judge.

Unqualified Practitioners.

Sir,—I have frequently seen in your useful publication letters complaining of the interference by "agents" (as they call themselves) and such like, with professional rights in the metropolitan county courts. But I believe the mischief referred to is of secondary importance compared with that in the country, arising from unqualified persons undertaking business of various kinds properly belonging to solicitors. I believe there is an impression abroad that genuine law is too costly, and, therefore, the spurious article is often preferred. Frequent instances have occurred within my knowledge of disastrous consequences from employing non-professional persons. Often, for instance, the clergyman, meaning well but incompetent, the village schoolmaster, or others supposed to be fully equal to the task, and willing for five shillings or less to perform it, are in the habit of preparing wills involving property sometimes of a large amount, and requiring special clauses to carry out the intentions of the testator. Besides these innovators the profession have to compete with *land surveyors*, who, besides receiving the rents of large estates at a handsome commission (formerly enjoyed by us) prepare leases and agreements for leases, notices to quit, &c., and charge for so doing almost in the same terms as solicitors; auctioneers who prepare conditions of sale, &c., and last, but not least, quondam lawyers' clerks, who transact all kinds of legal business cheap. As a specimen of the latter I enclose the copy of a bill sent in by a person who was for a *short time* articled gratis, and afterwards was *a writer* in an office, who now calls himself a "*solicitor's accountant*, and recently pocketed several pounds for initiating proceedings in bankruptcy; and I shall be glad to know whether certain of the items in it are not worthy of the attention of the Law Society. A Subscriber.

Wincanton, 13th January, 1870.

The Executors of the Late Mr. R. T. (deceased).

Dr. To W. H. H.	£	s.	d.
1868 and 1869.			
Drawing and fair copying two dairy contracts(*a*)....	1	1	0
Two stamps, foolscap and demy, 2s. 6d. each.....	0	5	0
Two journeys to T. C., drawing and fair copying will(*b*) of the late Mr. R. T. (deceased).....	4	4	0
To amount of commission on the collection of debts due to the late Mr. T., including writing numerous letters, &c.	1	1	0
	6	11	0
Cr.			
By cash of Mrs. T., per stamp on dairy contract	0	2	6
By cash of Mr. ——, of South ——, being an instalment on amount of account due to Mr. T. (deceased).....	0	5	0
	0	7	6
	6	3	6

(*a*) Agreements for renting a dairy of cows.
(*b*) The will was six folios.

Attorneys and Barristers.

Sir,—In my two previous letters to you I never intended to treat the question as one of rivalry between the two branches of the profession *inter se*, as your correspondent A. E. M. redundantly expresses himself. It is undoubtedly one of greater or less public advantage, but I am at a loss to discern the logic of a gentleman who after putting it on this broad ground talks about the junior bar being deprived of many thousands of pounds. If the present system exists merely for the purpose of remunerating a certain class, "public advantage" demands at once that it be abolished. I am sure Mr. Field and the gentlemen who think with him, would by no means object to barristers acting as solicitors. A. E. M. seems to consider the rule of law which prevents a barrister from suing a defaulting client for his fees, and the etiquette of the profession which prevents him from dealing with the ultimate client direct, to be advantages. I venture to say that they are not only not advantages, but are absolutely pernicious. Many young barristers have often lamented to me the hardship of their case, and complained that they are ruled by men who are in a position to be able to forego their fees if the debtor refuses to pay. They argue that there is no reason whatever for making a difference in this respect between them and attorneys. I earnestly implore A. E. M. to re-peruse Mr. Saunders' paper upon this, and the great advantage of dealing with the client direct. I have myself seen the advantage of this in France and Belgium.

Unless the arguments in favour of the existing system from such correspondents as A. E. M. be sounder, I am afraid it will stand a poor chance against the present movement Already an association has been formed for the purpose of carrying out the amalgamation, a proof of whose prospectus was put into my hands this morning and which I beg to enclose.

At York, last October, Mr. Lawrance, the President of the Incorporated Law Society,* when presiding and speaking of the Bankruptcy Act, congratulated the profession on their being admitted to plead before a judge who ranked as one of her Majesty's judges at Westminster, and before a special jury, and stated he should be one of the first to avail himself of the change. He also said that the complete fusion could not be above four or five years distant.

I feel confident that if the association fairly push its efforts it will be impossible to stem the torrent of public opinion against what I believe to be one of the greatest abuses of modern times. A Solicitor.

London, Jan. 19, 1870.

A Fair Ring and no Favour.

Sir,—I rejoice to see that a correspondence has been raised in your columns on the suggested fusion of the two branches of the profession, and I hope you will allow a continuation thereof, and so secure a thorough ventilation of the question.

It is a matter, however, for regret that those who would uphold the *status quo* are so scantily represented.

Your correspondent, A. E. M., from Lincoln's-inn, is the only one who has yet been induced to contribute a word on that side, and he confessedly avoids the "real question," whether the proposed alteration will be for the benefit of suitors. He attempts to impress solicitors with the fear that direct competition on the part of the "junior bar" will result in a pecuniary loss to the "other" branch of the profession.

The heading to my former letter, which I again adopt, will clear me from a suspicion of any such fear. The regulations to which A. E. M. alludes as restrictions upon the bar ought doubtless to be removed. It is only common sense that every adviser should have direct personal communication with the person seeking advice, and it is only common justice that a labourer of any kind should have a right to enforce payment of money fairly earned. It is the existence of an etiquette to the contrary of this, and which comprises other rules, equally opposed to common sense and common justice, that is complained of, and it is difficult to conceive that they were originally framed from purely patriotic and unselfish motives.

A very simple reason for the practice of avoiding personal communication direct with the client may be found in the fact that it is more convenient, a great saving of time, and more profitable to those at the *head* of the profession (who would naturally be the authors of the rule) to have the chief labour done and all the tiresome details collected for them by other hands. Pride of caste rebelled against the idea

* Mr. Lawrance is the President of the Metropolitan and Provincial Law Association, and not of the Incorporated Law Society.—Ed. S. J.

that any of their own order should do the jackal's work, hence the hard and fast line—*aut Cæsar aut nullus*—which has operated, as I believe, greatly to diminish the number of Cæsars. The *honorarium* principle is probably less a piece of pride than rapacity on the part of the leading members of the governing body, for, from their own great eminence and repute they know their services to be indispensable and their position secure, and they can both impose their own terms as to the amount of fee and afford to refuse a brief without pre-payment. The rule works harshly only upon their younger brethren who are compelled to give credit for their *honoraria*, and leave themselves at the mercy of their employers.

The junior bar have grounds in common with attorneys for urging a reform, and I hope sincerely they will more generally consider the matter and aid in bringing one about. The obstacles are enormous, I am aware, almost appalling; especially, as I believe, even among attorneys themselves, a large number, probably a majority, if polled and balloted, would vote against the change. From old associations, most of the senior practitioners who have been successful in their calling and acquired wealth and earned repute under the present system, will be disinclined to favour any alteration; and there are other reasons for the *vis inertiæ*, which one of your correspondents deplores, in the profession itself—namely, that there are many amongst the most influential who will stand to gain nothing by a change, and many who are too timid to bear the responsibility.

There is a phase on the point of *responsibility* which, as it probably had a share in bringing about the prohibition under which attorneys suffer, and, as it is, I think, at the same time, a cardinal argument against it, I would ask leave to expose.

In consequence of the secluded atmosphere in which a barrister moves, and his non-contact with the unhappy suitor, there is a sort of involuntary temptation to, rather than a restraint upon, recklessness in advising litigation; and the attorney also is possibly, sometimes more a fosterer of disputes than a healer of differences, from the conciousness that if the suit instituted should be unsuccessful, he will have the opportunity, in explanation to his client, of throwing the chief responsibility upon the counsel in the case, but for whose mismanagement, not reading their briefs, &c., the result would have been different. The client cannot get at the counsel, who are out of the arena, to upbraid them, and they are consequently comparatively indifferent and have no need to retort upon the attorney as they would often have just ground for doing. The proposed alteration would impose a more direct feeling of responsibility among the actors in the scene, to, as I submit, the advantage of the general public.

Jan. 18. AN ADVOCATE.

OBITUARY.

RIGHT HON. EDWARD LITTON.

We have to record the death of the Right Hon. Edward Litton, a master of the Irish Court of Chancery, who expired at Dublin on the 22nd of January, at the venerable age of eighty-two years. He was the son of Edward Litton, Esq., of Balyfarmoth, co. Dublin (a gentleman of ancient family and good property, who served as an officer in the British army during the American war of independence), by Charlotte, daughter of the Very Rev. Daniel Letablare, Dean of Tuam. He was born at Glasnevin, co. Dublin, on the 1st December, 1787, and educated at Trinity College, Dublin, where he graduated M.A., and gained five medals from the Historical Society of that University. He was called to the Irish Bar in Easter Term, 1811, and became a Queen's Counsel in 1834. Previous to entering Parliament he took a distinguished part in the Belfast and Tyrone Conservative meetings in 1836, and at the great Protestant meeting in Dublin, in January, 1837. Mr. Litton represented Coleraine in the Conservative interest, from 1837 to 1842, when he was appointed, during Sir Robert Peel's administration, a master of the Court of Chancery in Ireland, being at the time of his death the senior master. In 1868 he became a member of the Privy Council of Ireland. He married in September, 1813, Sophia, eldest daughter of the Rev. Henry Stewart, D.D., rector of Loughgilly, co. Armagh, and niece of the late Right Hon. Sir John Stewart, Bart., who was Attorney-General for Ireland in 1799. Two of his sons are members of the Irish Bar, and one is an examiner in the Irish Court of Chancery. Mr. Litton's genial kind-heartedness was proverbial, and he was universally popular both with the Bar and the public. The funeral, which took place on the 27th instant, was attended by the Council of the Society of Attorneys and Solicitors of Ireland, in their representative capacity.

MR. C. T. ELERS.

The death of Mr. Carew T. Elers, barrister-at-law, of the Midland Circuit, took place on the 12th January, at Saltisford, his residence, near Warwick. Mr. Elers was called to the Bar at the Middle Temple in January, 1852, and was the leader of the Bar at the Birmingham Quarter Sessions; he also practised at the Warwick and Coventry sessions, and some years ago at the Central Criminal Court.

MR. JOHN HODGSON.

We have to record the death of Mr. John Hodgson, solicitor, of Arbour-square, Stepney, who expired on the 19th of January, at the advanced age of eighty-one years. Mr. Hodgson was admitted to practise as a solicitor in Easter Term, 1816. The late Lord Brougham was indebted for his first brief to Mr. Hodgson, who was also the first to recognise the ability of Mr. Tindal, afterwards Lord Chief Justice. The *Daily Telegraph* states that Mr. Hodgson was able to boast that he had given briefs to every common law judge and every equity judge on the Bench. The deceased gentleman, who was a native of Cumberland, practised for the last thirty years in the Thames Police Court, where his extensive knowledge of maritime law secured him a large business.

MR. R. ROOPE.

The recordership of Tiverton has become vacant by the death of Mr. Richard Roope, barrister-at-law, of the Western Circuit, which took place at Stockland, Somerset, after a short illness, on the 20th January. Mr. Roope was educated at King's College, London, of which body he was admitted an associate in 1839, in the department of General Literature and Science. He afterwards proceeded to Wadham College, Oxford, where he graduated B.A. in 1842, and M.A. in 1845. In June of the latter year he was called to the Bar at the Inner Temple, and was appointed recorder of Tiverton in June, 1866, in succession to Mr. John Tyrrell. Mr. Roope was in his fiftieth year.

MR. JOHN THRUPP.

The death of Mr. John Thrupp, a London solicitor, took place at Dorking on the 20th January, in the fifty-third year of his age. The deceased gentleman was the eldest son of the late Mr. John Thrupp, of Spanish-place and Oxford-street, and began to practise as a solicitor in Hilary Term, 1838. He was for many years located at Great Winchester-street, City, but had latterly carried on business at Doctors' Commons. For some years past he had been in partnership with Mr. Robert Dixon, under the style of Thrupp & Dixon.

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At a meeting of the society held on the 25th inst. the following question was discussed:—"Should the principles of free trade be adopted without reference to reciprocity?" Mr. Hepburn was in the chair, and the question was opened by Mr. Addison in the affirmative, who was followed by seven other speakers, mostly on the same side. The question was ultimately decided in the affirmative by a majority of sixteen to four. The number of members present at the meeting was thirty-four.

Of the sixty-six members of the Senate of the United States more than two-thirds (or forty-six) are lawyers.

The solicitors practising in the Newcastle County Court, following the example of Mr. Mortimer, the new registrar, are about to adopt the practice of wearing gowns while carrying on their professional duties. The judge, who said he felt inclined to make an order on the subject, left the matter to the decision of the solicitors themselves.

LAW STUDENTS' JOURNAL.

CANDIDATES WHO PASSED THE FINAL EXAMINATION.

Hilary Term, 1870.

Name of Candidate.	To whom Articled, Assigned, &c.
Abell, George Pearce	Thomas Southall.
Alcock, James Alexander	Thomas Sherratt.
Arnould, Alfred Henry, M.A.	John Mitchell Marshall.
Arthy, Joseph Bridge	Jas. Parker; John William Wilson.
Barber, Henry Jocelyn	Fairless Barber.
Barclay, John Henry	Robert Henry Otter.
Barker, Thomas	Thomas Haigh.
Beddall, Augustus	Charles Kirkpatrick Sharp.
Bell, James	Thomas Fuller Walker.
Benett, Charles Henry	Thomas William Gray.
Bernard, Edward	John F. Bernard.
Blaker, Harry Campbell	Somers Clarke; John Baker.
Blatch, James, jun.	Thomas Goater.
Bloxam, Henry Edward	Edward Bloxam; Harry Snow.
Bond, John Bownas	George Armstrong.
Booth, James	Henry Galloway.
Boulter, Walter Consitt	Edward C. Bell; John Leak.
Bradshaw, Charles	John Thompson Brewster.
Brevitt, Horatio	Henry Underhill; Thomas Brevitt; Charles C. Ellis.
Bull, Walter Beaty	William Rogers Bull.
Burch, Ralph	Arthur Burch.
Calder, Frederick William	Richard Thomas Gratton.
Carlill, Briggs	Bryan Boyes Jackson.
Carrick, George	Silas George Saul.
Clarke, Joseph Bennett	Charles Bridges; Edwin Clarke.
Collette, Gerald Ellison	Charles Hastings Collette.
Corbet, John James	Miller Corbet.
Cowdell, Arthur Sellon	Frederick Charles Steggall.
Cuthbertson, Charles Heber	William Smith.
Davy, Tremewen	Edward Hearle Rodd.
Dodd, John Jaques	Thomas Dodd.
Dodds, George Anderson	Thomas Carr Lietch.
Downes, Henry August	Joseph Daniel Marsden.
Dransfield, William	John Dransfield.
Draper, Lionel Stanton	James Stockton.
Elcock, John Richard Salter	John Pearman.
Fairclough, Robert	Thomas Thompson.
Farish, Isaac	John Nanson.
Faulconer, Robert Hoffman	Bernard Husey Hunt.
Fletcher, William	Francis Hamilton Masters.
Gardner, Alfred Henry	Robert Gee; Henry Stringer.
Henley, Edward Francis, B.A.	James Ward Russell.
Henly, Francis	Henry Stiles.
Hewlett, William Oxenham	Robert B. Upton; Henry William Hewlett.
Hodgson, Robert	Charles Hodgson.
Hollinshead, Edward Withinshaw	Robert Slaney.
Hyde, John, B.A.	William Benford Nelson.
Isaacson, Hubert Tyrrel de Stuteville	William P. Isaacson; Matthew S. Longmore.
Jameson, Charles Edward	Frank Langbourne.
Jee, Thomas, jun	Thomas Thimbleby.
John, Edwin William	William John.
Jones, Richard Rhys	Benjamin Jones; Henry Heard.
Kemp, Thomas	Richard Child Heath.
Kirby, Alfred Octavius, B.A.	William Godden.
Kite, George Henry	Frederick Alfred Trenchard.
Lane, Lancelot	William Stephens Jones.
Laverack, Edwin	Francis Summers.
Lawford, Percy	Joseph Maynard.
Lazonby, Joseph	Robert Heysham Mounsey.
Lee, Thos. Grosvenor, B.A.	Charles Best.
Lingard, Thomas Dewhurst.	Richard Boughey Monk Lingard.
Lomax, James	John Yates.
Lousada, Herbert George	Thomas Henry Street.
Lynch, Christopher Bernard	Francis Charles New.
McTurk, Robert	William George.
Malcolm, John Cooper	Joseph Morton Barret.
Mann, William John	Rowland Rodway.
Medcalf, Frederick Thomas	Wallis Nash.
Mercer, Frederick John	George Mercer.
Moore, Edward, jun.	William Hayes.
Morgan, Joseph John	John Young.
Mozley, Lionel Barned	John P. Robinson; John F. Elmslie.
Mustard, William	David Mustard; George F. King.
Page, Thomas Collins	Rowles Pattison; George D. Freeman.
Pearson, Henry Garoncieres.	John Topham.
Perrens, Thomas	John Harward.
Phillips, Frederick George	Jacob Phillips; William Savery.
Prideaux, Walter Sherburne	Walter Prideaux.
Prince, Gilbert John	Richard Dansey Green; Richard Clarkson.
Roberts, Oscar Wilson	John Harward.
Rogers, George Russell	Charles Rogers.
Russell, Thomas Clarkson	Josiah John Merriman.
Selim, Adolphus	Joseph Fallows, jun.
Shakespear, John Henry	Philip Henry Lawrence; Thomas G. Blain.
Silberberg, Adam Alfred	Thomas Thomson.
Slaughter, William Edmund	Daniel Cullington.
Smith, Frederic Clowes	William Henry Tillett.
Sobey, Edwin Gifford	John Williams Matthews.
Stock, Thomas	Henry Webb.
Stockwood, Thomas, jun.	Thomas Stockwood.
Tattam, William Henry	John Penrice Bell.
Vanderpump, George John	Henry Roscoe.
Vaughan, Walter Henry	Richard B. M. Lingard; Robert Rowell.
Walmesley, Oswald	Thomas Frederick Taylor.
Warner, Richard Weston	Richard B. Brown Cobbett.
Williams, Anthony Phillips.	Robert Graham.
Willis, David Thomas	Frederic Willis; Frederic Willis, jun.
Wollaston, John Hammond.	James Kingsford.
Woollcombe, Richard	William John Woollcombe; James Richard Upton.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. Fitzroy Kelly, Lecturer and Reader on Equity—Monday, Jan. 31, class A; Tuesday, February 1, class B; Wednesday, February 2, class C—4.30 to 6 p.m.

Mr. H. W. Elphinstone, Lecturer and Reader on Conveyancing and the Law of Real Property—Friday, February 4—Lecture, 6 to 7 p.m.

CALLS TO THE BAR.

The undermentioned gentlemen have been called to the bar:—

Middle Temple.—Frederick Augustus Knight, Alexander Nevay (of the Scotch Bar); Hugh William Boyd Mackay, LL.B., Dublin (of the Irish Bar); Alfred Chichele Plowden, B.A., Oxford; John Jepson Atkinson, Oxford; William Warden, B.A., Oxford; Andrew Duncan, B.A., Cambridge; Donald Ninian Nicol, B.A., Oxford; James Stoddart Porteous, William Archbutt Pocock, Henry Rogers Beor, B.A., Cambridge; George Jarvis Notcutt, Joseph Haworth Redman, John Raymond, Henry Forster Leighton, James Samuelson, Oxford; George Francis Travers Drapes, B.A., LL.B., Dublin; Albert Lewis, Remy Ollier, Esqs.

Inner Temple.—Arthur Denman Suden, LL.B., Cambridge; Edward Ripley, B.A., Oxford; Charles Elsley, B.A., Cambridge; Frederic Ayers, Cambridge; Louis Henry Phillips; Henry Mills Skrine, B.A., Oxford; Mervyn Standish De Montmorency, B.A., Oxford; Peter Burrowes Hutchins, B.A., Oxford; Ludlow Handcock, B.A., Dublin; William George Huband, B.A., Dublin: John Henry Oglander Glynn, LL.B., Cambridge; Carlile Henry Hayes Macartney, B.A., Cambridge; Robert Charles Paxton, B.A., Cambridge; John Amphlett, Oxford; Leopold John Manners De Michele, Cambridge; Robert Wilbraham Jones; the Hon. Dudley Oliphant Murray; William Jerrold Dixon; Edward Herbert Draper, B.A., Cambridge; William Blagdon Gamlen, B.A., Oxford; Edward Stanley Robertson, B.A., Dublin; Francis Edward Cunningham, B.A., Cam-

bridge; William Heurtley Newnham, B.A., Oxford; Charles Gould; George Gumbleton, M.A., Oxford; and John von Sonnentag De Havilland, Esqs.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Easter Term, 1870.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ABELL, GEORGE PEARCE.—Thomas Southall, Worcester.

AGAR, EDWARD LARPENT.—George Burges, 70, Lincoln's-inn-fields.

ANNING, EDWARD JAMES.—Charles Baylis, 30, Poultry.

ARCHER, FRANK BRITTIN.—Thomas Goodwyn Archer, King's Lynn.

ATTENBOROUGH, JOHN.—Charles Edward Freeman, 20, Gutter-lane.

ATTWATER, CHARLES.—Frederick Thomas Woolbert, 12, Lincoln's-inn-fields.

BADGER, ARTHUR SYDNEY.—John Moody, Derby.

BARCLAY, JOHN HENRY.—Robert Henry Otter, Bristol.

BARNARD, JAEL MORRIS.—Henry Augustus Demedina, 3, Primrose-street, Bishopsgate; Joseph Smith, 3, Arbour-cottages, Stepney.

BENETT, CHARLES HENRY.—Thomas William Gray, Exeter.

BILBROUGH, JAMES WILLIAM.—John Henry Wade, Bradford.

BOTTOMLEY, JAMES ALFRED.—Allan Hellawell Owen, Houley, near Huddersfield.

BOULTON, CHARLES.—Thomas Shepherd, Beverley.

BOWMAN, GEORGE ROBINSON.—Richard Algernon Payne, Liverpool.

BRIGGS, JOHN HALL NEWTON.—John Huish, Derby; William Hallowes, 39, Bedford-row.

BULLMORE, ERNEST.—William James Genn, Falmouth.

BURD, WILLIAM.—John Marsh Burd, Okehampton.

CHAMBERLAIN, VINCENT IND.—Henry Foard Harris, Cambridge.

CHURCH, ALFRED FREDERICK.—William John Bruty, 6, Tokenhouse-yard.

COWDELL, ARTHUR SELLON.—Frederick Charles Seggall, Weymouth.

CRAWFORD, LESLIE.—Hy. R. Freshfield, 5, Bank-buildings.

CUTHBERTSON, CHAS. HEBER.—William Smith, Dartmouth.

DAVIES, HARRY FINDEN.—William John S. Foster, Wells; John Mead, 2, King's Bench Walk.

DAVIS, WILLIAM SAMUEL.—George M. Salt, Shrewsbury.

DIXON, ALFRED GILL.—William Moordaff, Cockermouth.

DOWNIE, ALEXANDER FRANCIS MCKENZIE.—Thomas Parr, Bristol; Frederick S. Parker, 17, Bedford-row.

DOWSE, FRANCIS.—George Walker, Spilsby.

DUNNETT, CHARLES JAMES.—Daniel Dunnett, Uttoxeter.

EDWARDS, WILLIAM HERBERT.—John Young, 6, Frederick's-place.

ELCOCK, JOHN RICHARD SALTER.—John Pearman, Stourbridge.

FARISH, ISAAC.—John Nanson, Carlisle.

FAULCONER, ROBERT HOFFMAN.—Bernard H. Hunt, Lewes.

FAULKNER, JOHN JOSEPH.—William Tomalin, jun., Northampton.

FIDLER, WILLIAM ANTHONY.—John Nanson, Carlisle; Walter B. James, 23, Ely-place.

FRANKLAND, JAMES.—Matthew Gray, Whitby.

GILBERT, JOHN WILSON.—John M. Robberds, Norwich.

GOSSET, MONTAGUE CALLAWAY.—Montague Gosset, 4, Coleman-street.

GRAHAM, THOMAS EDMUND.—Thomas H. Graham, Abingdon.

GREENING, JOSEPH ROBERT.—John Severn Bennett, 37 & 38, Mark-lane.

GROVE, JOHN.—Alfred Jones, 7, Queen-street, Cheapside.

HAGUE, TEMPLE LAYTON.—Henry Cowling, and Joseph J. Leeman, York.

HARDWICK, ALFRED FULLER.—Robert Faithfull, and George Thomas Shaft, Brighton.

HEELEY, HOWARD HAMILTON.—John Richards, Birmingham.

HEELIS, JOHN ALCOCK.—Edward Waugh, Cockermouth.

HEWLETT, WILLIAM OXENHAM.—Robert B. Upton, 20, Austin-friars; Henry W. Hewlett, Raymond-buildings.

HINDLE, FREDERICK GEORGE.—Charles Kendall, Over Darwen.

HUBBARD, GEORGE ROBERT.—Kenrick Peck, 37, Southampton-buildings.

HYDE, JOHN.—William B. Nelson, 11, Essex-street.

I'ANSON, PHILIP BLAKEWAY.—Henry Shephard Law, 23, Bush-lane.

JAMESON, CHARLES EDWARD.—Frank Langborne, New-Malton.

JOHN, EDWIN WILLIAM.—William John, Haverfordwest.

JOSSELYN, GEORGE FRANCIS.—John Henry Josselyn, Ipswich.

LANGDON, GEO. FREDK. W.—George Nelson, Buckingham.

LEE, GEORGE ADOLPHUS IRBY.—Philip Watson Ottaway, Salisbury.

LINGARD, THOMAS DEWHIRST.—Richard B. M. Lingard, Manchester.

MAIR, WILLIAM.—John Wright, Macclesfield.

MARSHALL, WILLIAM HENRY.—William Marshall, Durham.

MAYBROOK, FREDERICK WILLIAM, articled as FREDERICK WILLIAM MEYBRUCH.—John Mortimer, 17, Clifford's-inn.

MCLEOD, LLEWELLYN WYNN.—McLeod, Stenning & Co., 10, London-street, E.C.

MIDDLEMORE, RICHARD.—William Blackmore, London and Liverpool.

MOTE, WILLIAM.—Edward Mote, 14, Warwick-court.

MOZLEY, LIONEL BARNED.—John Park Robinson, Liverpool; John Forster Elmslie, 27, Leadenhall-street.

MUSTARD, WILLIAM.—David Mustard, Manningtree; West & King, 66, Cannon-street.

NORTON, EDWIN.—John Henry Clifton, Bristol; James George Hobbs, Bristol.

OERTON, JOHN BRAWN.—Samuel Wilkinson, Walsall.

OULD, HUGH HENRY.—Francis Parker, Chester.

OWEN, HENRY.—Philip S. Coxe, 19, Coleman-street; Charles Bischoff, 4, Great Winchester-street-buildings.

PARTINGTON, JOSEPH STORER.—Thomas D. Goodman, Chapel-en-le-Frith; Oscar D. Ullithorne, Gray's-inn.

PEARSON, HENRY GARENCIERES.—John Topham, Middleham.

PENNINGTON, ROOKE.—Matthew B. Wood, Manchester.

PERRENS, THOMAS.—John Harward, Stourbridge.

PHILLIPS, WILLIAM HENRY.—Thomas Heath, Manchester.

PREEDY, WILLIAM HENRY.—Edwin Ball, Pershore; Alfred R. Hudson, Pershore.

PRIDEAUX, WALTER SHERBURNE.—Walter Prideaux, Goldsmith's Hall.

PROCTER, RALPH WHITTAKER.—William Ackerley, Wigan.

PROFFITT, JOHN.—William Henry Duignan, Walsall, and 15, Bedford-row.

PYMAN, HENRY SAMUEL.—Frederick Jackson, 64, Chancery-lane.

RAVEN, HERBERT FENTON.—William Norris, Manchester.

SMALLPEICE, HUMPHREY PERCY.—Mark Smallpeice, Guildford.

SMITH, COLIN MACKENZIE.—Bernard Wake, Sheffield.

SMITH, EDWARD THOMPSON.—Joseph Beaumont, 53, Coleman-street.

SMITH, JOSEPH.—James Slater, Darlaston.

SMITH, WILLIAM EDWARD.—William Gaisford, Berkeley; John Hayward, Needham-market.

SMITH, WILLIAM HENRY.—William Murphy, Wellingborough; Matthew R. Sharman, Wellingborough.

SMITH, GEORGE FREDERICK.—George Smith, Durham.

SMITH, WILLIAM REDHEAD.—Francis R. Smith, 70, King William-street, City.

TARRY, THOMAS WILLIAM GOLBOURN.—Joseph Maynard, 57, Coleman-street.

TATTAM, WILLIAM HENRY.—John P. Bell, Cheltenham.

TAYLOR, LEONARD WILSON.—Edward Lake Hesp, Huddersfield.

TYACKE, JOSEPH WALKER.—Thomas P. Tyacke, Helston.

TYERMAN, GEORGE THOMAS.—Charles R. Tyerman, 4, East India Avenue.

VANDERPUMP, GEORGE JOHN.—Henry Roscoe, 36, Lincoln's-inn-fields.

VAUGHAN, AUGUSTUS MILES.—Gerard Coke Meynell, 20, Whitehall-place.

VAUGHAN, PHILIP ARTHUR.—Philip Vaughan, Aberystwith; Alfred Cross Spaull, Verulam-buildings.

VICKERS, CHARLES EDMOND.—Henry Vickers, Sheffield.

VON DOMMER, JONN EMBLETON.—John B. Falconer, Newcastle-upon-Tyne.

WALKER, WILLIAM.—John Frederick Isaacson, 40, Norfolk-street.
WARD, JAMES TREVELYAN.—Frederick Wadsworth, Nottingham.
WOLLASTON, JOHN HAMMOND.—James Kingsford, Essex-street.
WOTTON, WILLIAM.—Frederick James Blake, and James J. Blake, 5, Arthur-street East.
YOUNG, HERBERT.—William B. Young, Hastings.

Easter Term, 1870, *pursuant to Judges' Orders.*

MARRIOTT, JAMES PARKE.—William R. Holland, Ashbourne.
MARSDEN, JOSEPH DANIEL.—Joseph D. Marsden, 59, Friday-street, City; James W. Hamilton Richardson, Leeds; James Heelis, Manchester.

SIR ROUNDELL PALMER ON THE RIGHTS AND LIABILITIES OF MARRIED WOMEN.

At a meeting of the Juridical Society, held on Wednesday evening, Mr. H. R. Droop read a paper on the "Property Rights of Married Women." Its purport was to advocate some further alteration of the law, with a view to giving married women greater control over their property. After the paper had been read, Sir Roundell Palmer, who is the president of the Society, rose to make some observations on the subject. He did not intend, he said, so much to enter into the discussion of any particular projects or measures, as to invite attention to some general principles and broad considerations which he thought should govern it. The subject might be considered, he said, with reference to the interests of women (that is, not only married women, but the sex generally, as most women expected to be married, and all, therefore, had a common interest in the subject), the interests of families, and the interests of society. And, again, it might be considered either with reference to the richer or the upper classes, or to the poorer and humbler classes of society; and no measure of legislation would be beneficial which dealt out the same abstract rule of law, without discrimination, to all. Now, first, in this threefold point of view, what was the general tendency and character of the law as it stood with reference to married women—did it or did it not tend to and favour their protection? He thought that it did. They were not liable for their husbands' debts or contracts, and could not be sued for them; while, on the other hand, their husbands were to a great extent, within the limits of a reasonable or necessary agency, liable on the contracts of their wives. No doubt, the husband had a certain control over his wife's property; but that was subject, in its turn, to the control of courts of equity, who in fitting cases acted on what was called the "equity" of the wife for a settlement, and compelled the husband to make a proper settlement out of her property. This, no doubt, only applied to the better classes of society, as to whom, probably, the matter would usually be adjusted by settlements, and this class of cases included, of course, most of those in which any considerable property was involved. As regarded other and humbler classes, other considerations, however, applied. But there was one great consideration which applied to all, and that was, what would be the tendency of legislation based upon the principle of making wives independent of their husbands? Would it be conducive to domestic peace and the harmony of families? He entertained grave doubts upon that question; doubts increased by cases he had observed in the course of his experience. Separation deeds were not unknown, and they led sometimes to strange complications. He remembered a case in which under some separation deed the husband and wife were to live in the same house, with separate rights of property, the wife being bound to furnish a table and a certain income to her husband, and more than one suit in equity sprung from the miserable and petty disputes which arose between them. He feared lest legislation in the spirit he supposed might lead to frequent chancery suits—not at all a good thing for society or for families. He had heard the Master of the Rolls say that the most effectual means of securing to a married woman control over her property was to give it to her separate use, provided there was a restraint on the power of anticipation. Hence the provision in settlements against power of anticipation, and it might be open to consideration whether there might not be more control allowed to married women over their incomes. But he deprecated legislation conceived in a spirit which would tend to make women unfeminine. And, again, if women were to have the control of their own property, and their husbands were to be liable for their debts, it might be thought necessary that married women should be liable on their contracts. Would that be a good thing? Would it be well that the mother of the family should be liable to be withdrawn from it by arrest for debt, or harrassed by suits at law upon her contracts? Arrest for debt, it might be said, was abolished; but it was not so as to the humbler classes, for it had been thought necessary to retain it as to debtors in county courts. This aspect of the case was very important as to the poorer classes. As regarded those classes, no doubt, it might be desirable that when the husband did not do his duty by his wife she should have a more easy and summary mode of obtaining protection, and to that extent there might be a fair case for legislation, as there might also be with respect to the income of married women. To that extent he might recognise some benefit in legislation, but beyond that, at present, he was not prepared to go.

COURT PAPERS.

COURT OF CHANCERY.

SITTINGS AFTER HILARY TERM, 1870.

LORD CHANCELLOR.
Lincoln's Inn.

Tuesday,Feb. 8	Appeals.
Wednesday . 9	
Thursday ..10	
Friday 11	App. mtns., petns., & apps.
Saturday ..12	Appeals.
Monday 14	
Tuesday 15	
Wednesday..16	
Thursday ..17	
Friday 18	App. mtns. & apps.
Saturday ..19	Appeals.
Monday 21	
Tuesday....22	
Wednesday .23	
Thursday ..24	
Friday 25	App. mtns. & apps.
Saturday ..26	Appeals.
Monday 28	
Tuesday,Mar 1	
Wednesday . 2	
Thursday .. 3	
Friday 4	App. mtns. & app.
Saturday .. 5	Appeals
Monday 7	
Tuesday.... 8	
Wednesday . 9	
Thursday ..10	
Friday 11	App. mtns. & apps.
Saturday ..12	Appeals.
Monday 14	
Tuesday 15	
Wednesday .16	
Thursday ..17	
Friday 18	App. mtns. & apps.
Saturday ..19	Appeals.
Monday 21	
Tuesday 22	
Wednesday .23	
Thursday ..24	
Friday.....25	App. mtns., petns., & apps.
Saturday ..26	Appeals.
Monday 28	
Tuesday....29	

N.B.—Such days as his Lordship shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.
Chancery-lane.

Tuesday,Feb. 8	The First Seal.—Mtns. & gen. pa.
Wednesday.. 9	General paper.
Thursday ...10	
Friday 11	
Saturday ..12	Petns., sht. causes, adj. sums., and general paper.
Monday 14	General paper.
Tuesday 15	
Wednesday .16	
Thursday ..17	The Second Seal.—Mtns. & gen. pa.
Friday.....18	General paper.
Saturday ..19	Ptns., sht. caus., adj. sums., and general paper
Monday 21	General paper.
Tuesday 22	
Wednesday .23	
Thursday ..24	The Third Seal.—Mtns. & gen. pa.
Friday 25	General Paper.
Saturday ..26	Petns., sht. caus., adj. sums., and general paper.
Monday 28	General paper.
Tuesday,Mar. 1	
Wednesday . 2	
Thursday .. 3	The Fourth Seal.—Mtns. & gen. pa.
Friday 4	General paper.
Saturday .. 5	Petns., sht. caus., adj. sums., and general paper.
Monday 7	General paper.
Tuesday 8	
Wednesday 9	
Thursday ..10	The Fifth Seal.—Mtns. & gen. pa.
Friday.....11	General paper.
Saturday ..12	Petns., sht. caus., adj. sums., and general paper.
Monday 14	General paper.
Tuesday 15	
Wednesday 16	
Thursday ..17	The Sixth Seal.—Mtns. & gen. pa.
Friday.....18	General paper.
Saturady ..19	Ptns. Sht. caus.. adj. sums., and general paper.
Monday 21	General paper.
Tuesday 22	
Wednesday .23	
Thursday ..24	The Seventh Seal—Mtns. & gen. pa.
Friday.....25	General paper.
Saturday ..26	Ptns., sht. caus., adj. sums., and general paper.
Monday 28	General paper.
Tuesday....29	

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORD JUSTICE GIFFARD.
Lincoln's Inn.

Tuesday,Feb. 8	Appeal motions.
Wednesday . 9	Appeal Court.
Thursday ..10	
Friday 11	Appeal motions.
Saturday ..12	Petns. in lunacy, bankrupt appeals, and app. petitions.
Monday 14	Appeal Court.
Tuesday 15	
Wednesday .16	
Thursday ..17	
Friday.....18	Appeal motions.
Saturday ..19	Petns. in lunacy, bkrpt. apps., and appeal petitions.
Monday 21	Appeal Court.
Tuesday....22	
Wednesday .23	
Thursday ..24	
Friday 25	Appeal motions.
Saturday ..26	Petns. in lunacy, bkrpt. apps., and appeal petns.
Monday 28	Appeal Court.
Tuesday,Mar 1	
Wednesday . 2	
Thursday .. 3	

Friday..... 4	..	Appeal motions.
Saturday .. 5	..	Petns. in lunacy, bkrpt. appeals., & app. petns.
Monday 7		
Tuesday.... 8	..	Appeal Court.
Wednesday.. 9		
Thursday ..10		
Friday.....11	..	Appeal motions.
Saturday ..12	..	Petitns. in lunacy, bkrpt. apps., and app. mtns.
Monday 14		
Tuesday....15	..	Appeal Court.
Wednesday..16		
Thursday ..17		
Friday 18	..	Appeal motions.
Saturday ..19	..	Petns. in lunacy, bkrpt. apps., and app. mtns.
Monday 21		
Tuesday 22	..	Appeal Court.
Wednesday..23		
Thursday ..24		
Friday 25	..	Appeal motions.
Saturday ..26	..	Petns. in lunacy, bkrpt. apps., & app. mtns.
Monday 28	..	Appeal Court.
Tuesday....29		

V. C. SIR JOHN STUART.
Lincoln's Inn.

Tuesday,Feb. 8	..	The First Seal.—Motions & causes.
Wednesday.. 9	..	Causes.
Thursday ..10		
Friday.....11	..	Petns. and causes.
Saturday ..12	..	Sht. causes & caus.
Monday 14		
Tuesday....15	..	Causes.
Wednesday .16		
Thursday ..17	..	The Second Seal.—Mtns. & causes.
Friday.....18	..	Petitions & causes
Saturday ..19	..	Sht. causes & caus.
Monday 21		
Tuesday....22	..	Causes.
Wednesday .23		
Thursday ..24	..	The Third Seal.—Mtns. & causes.
Friday 25	..	Ptns. and causes.
Saturday ..26	..	Sht.causes & caus.
Monday 28		
Tuesday,Mar 1	..	Causes.
Wednesday . 2		
Thursday .. 3	..	The Fourth Seal.—Mtns. & causes.
Friday 4	..	Petitions & causes.
Saturday.... 5	..	Sht. caus. & caus.
Monday 7		
Tuesday 8	..	Causes.
Wednesday.. 9		
Thursday ..10	..	The Fifth Seal.—Mtns. & causes.
Friday 11	..	Petitions & causes.
Saturday ..12	..	Sht. causes & caus.
Monday 14		
Tuesday....15	..	Causes.
Wednesday .16		
Thursday ..17	..	The Sixth Seal.—Mtns. & causes.
Friday 18	..	Ptns. & caus.
Saturday ..19	..	Sht. caus. & caus.
Monday 21		
Tuesday....22	..	Causes.
Wednesday .23		
Thursday ..24	..	TheSeventh Seal—Mtns., & causes.
Friday.....25	..	Petitions & causes.
Saturday ..26	..	Sht. caus. & caus.
Monday 28	..	Causes.
Tuesday....29		

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over, if it shall be within twelve of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR RICHARD MALINS.
Lincoln's Inn.

Tuesday,Feb. 8	..	The First Seal.—Mtns. & gen. pa.
Wednesday . 9	..	General paper.
Thursday ..10		
Friday.....11	..	Ptns. & gen. pa.
Saturday ..12	..	Sht. caus., adj. sums., & gen. pa.
Monday 14		
Tuesday....15	..	General paper.
Wednesday..16		
Thursday ..17	..	The Second Seal.—Mtns. & gen. pa.
Friday 18	..	Petns. & gen. pa.
Saturday ..19	..	Sht. causes, adj. sums., & gen. pa.
Monday 21		
Tuesday....22	..	General paper.
Wednesday .23		
Thursday ..24	..	The Third Seal.—Mtns. & gen. papr.
Friday.....25	..	Petns. & gen. pa.
Saturday ..26	..	Sht. causes, adj. sums. & gen. pa.
Monday 28		
Tuesday,Mar 1	..	General paper.
Wednesday.. 2		
Thursday .. 3	..	The FourthSeal.—Mtns. & gen. pa.
Friday 4	..	Ptns. & gen. pa.
Saturday .. 5	..	Sht. causes, adj. sums., & gen. pa.
Monday 7		
Tuesday 8	..	General paper.
Wednesday.. 9		
Thursday ..10	..	The Fifth Seal.—Mtns. & gen. pa.
Friday..... 11	..	Petns. & gen. pa.
Saturday ..12	..	Sht. causes, adj. sums., & gen. pa.
Monday 14		
Tuesday....15	..	General paper.
Wednesday .16		
Thursday ..17	..	The Sixth Seal.—Mtns. & gen. pa.
Friday.....18	..	Petns. & gen. pa.
Saturday ..19	..	Short causes, adj. sums.,& gen. pa.
Monday 21		
Tuesday 22	..	General paper.
Wednesday .23		
Thursday ..24	..	TheSeventh Seal—Mtns. & gen. papr.
Friday 25	..	Petns. & gen. pa.
Saturday ..26	..	Sht. causes, adj. sums.,& gen. pa.
Monday 28	..	General paper.
Tuesday 29		

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR W. M. JAMES.
Lincoln's Inn.

Tuesday,Feb. 8	..	The First Seal.—Mtns. & gen. pa.
Wednesday.. 9		
Thursday ..10	..	General paper.
Friday.....11		
Saturday ..12	..	Petns., sht. causes, adj. sums., & gen. paper.
Monday 14		
Tuesday....15	..	General paper.
Wednesday .16		
Thursday ..17	..	The Second Seal.—Mtns. & gen. pa.
Friday 18	..	General paper.
Saturday ..19	..	Petns., sht. causes, adj. sums., and general paper.
Monday 21		
Tuesday....22	..	General paper.
Wednesday .23		
Thursday ..24	..	The Third Seal.—Mtns. & gen. pa.
Friday.....25	..	General paper.
Saturday ..26	..	Petns., sht. caus., adj. sums., and general paper.
Monday 28		
Tuesday,Mar 1	..	General paper.
Wednesday.. 2		
Thursday .. 3	..	The Fourth Seal.—Mtns. & gen. pa.
Friday..... 4	..	General paper.
Saturday .. 5	..	Petns., sht. caus., adj. sums., and general paper.
Monday 7		
Tuesday 8	..	General paper.
Wednesday.. 9		
Thursday ..10	..	The Fifth Seal.—Mtns & gen. pa.
Friday 11	..	General paper.
Saturday ..12	..	Ptns., sht. caus., adj. sums., and general paper.
Monday 14		
Tuesday....15	..	General paper.
Wednesday..16		
Thursday ..17	..	The Sixth Seal.—Mtns. & gen. pa.
Friday 18	..	General paper.
Saturday ..19	..	Petns., sht. caus., adj. sums., and general paper.
Monday 21		
Tuesday....22	..	General paper.
Wednesday..23		
Thursday ..24	..	TheSeventh Seal—Mtns. & gen. pa.
Friday.....25	..	General paper.
Saturday ..26	..	Ptns., sht. caus., adj. sums., and general paper.
Monday 28	..	General paper.
Tuesday....29		

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

CHANCERY EASTER VACATION.

Whereas by the 5th of the Consolidated General Orders of the High Court of Chancery, rule 4, article 1, it is provided that the Easter Vacation is to commence and terminate on such days as the Lord Chancellor shall every year specially direct. Now I do hereby order that the Easter Vacation for the present year shall commence on Wednesday, the 30th day of March next, and terminate on Wednesday, the 6th day of April next, both days inclusive. And that this order be entered and set up in the several offices of this court.

HATHERLEY, C.

Jan. 21, 1870.

QUEEN'S BENCH.

This Court will, on Tuesday, Feb. 1, and the three following days, and on Friday, Feb. 11, Saturday, Feb. 12, and on Monday, Feb. 14, hold sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending, and will give judgment in cases standing for judgment.

The Court will also hold a sitting on Monday, Feb. 21, for the purpose of giving judgments only.

EXCHEQUER OF PLEAS.

Sittings at Nisi Prius in Middlesex and London, before the Right Hon. Sir FITZROY KELLY, Knt., Lord Chief Baron of her Majesty's Court of Exchequer, after Hilary Term, 1870.

Middlesex.—Tuesday February 1, to Monday, February 14, both inclusive—Special juries and common juries.

London.—Tuesday, February 15, to Monday, February 28, both inclusive—Special juries and common juries.

The Court will sit at Nisi Prius, on Mondays, at half-past ten o'clock, and on all other days at ten o'clock.

A second Court will sit for the trial of causes when necessary.

SPRING CIRCUITS OF THE JUDGES.

HOME—Cockburn, C.J., and Keating, J.

Hertford, February 28; Chelmsford, March 3; Maidstone, March 7; Lewes, March 14; and Kingston, March 21.

WESTERN—Kelly, C.B., and Hannen, J.

Winchester, February 26; Dorchester, March 4; Exeter, March 9; Bodmin, March 16; Taunton, March 21; Devizes, March 31; and Bristol, April 5.

OXFORD—Martin, B., and Lush, J.

Reading, February 26; Oxford, March 2; Worcester, March 5; Stafford, March 11; Shrewsbury, March 21; Hereford, March 24; Monmouth, March 26; Gloucester, March 30.

NORTHERN—Willes and Brett, JJ.

Appleby, February 15; Carlisle, February 16; Newcastle, February 19; Durham, February 24; Lancaster, March 2; Manchester, March 5; and Liverpool, March 19.

NORFOLK—Byles and Blackburn, JJ.

Oakham, March 1; Leicester, March 2; Northampton, March 7; Aylesbury, March 10; Bedford, March 14; Huntingdon, March 17; Cambridge, March, 19; Ipswich, March 28; and Norwich, March 28.

SOUTH WALES—Bovill, C.J.

Haverfordwest, February 28; Cardigan, March 4; Carmarthen, March 8; Swansea, March 14; Brecon, March 25; Presteign, March 30; Chester, April 1.

The salary of the Town Clerk of Maidstone has been increased from £200 to £240 per annum.

The Sheffield Town Council have decided to appoint a stipendiary magistrate for the borough, at a salary of not less than £1,000 per annum.

The Darlington Town Council have memorialised the Lord Chancellor to rescind the order which excluded the Darlington County Court from having jurisdiction in bankruptcy, and attaching that borough, for bankruptcy purposes, to the county court at Stockton.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Jan. 28, 1870.

[From the Official List of the actual business transacted.]

3 per Cent. Consols, 92⅞	Annuities, April, '85
Ditto for Account, Feb. 11, 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 2 p m
New 3 per Cent., 92½	Ditto, £500, Do — 2 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 237
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 208	Ind. Enf. Pr., 5 p C., Jan. '72 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110¾
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104¼
Ditto 4 per Cent., Oct. '88 100½	Do. Bonds, 4 per Ct., £1000 25 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 25 p m
Ditto Enfaced Ppr., 4 per Cent. 91¾	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing prices
Stock	Bristol and Exeter	100	78
Stock	Caledonian	100	78¼
Stock	Glasgow and South-Western	100	108
Stock	Great Eastern Ordinary Stock	100	37
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	113
Stock	Do., A Stock*	100	112½
Stock	Great Southern and Western of Ireland	100	99
Stock	Great Western—Original	100	63½
Stock	Do., West Midland—Oxford	100	40
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	128
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	15
Stock	London and North-Western	100	124½
Stock	London and South-Western	100	93
Stock	Manchester, Sheffield, and Lincoln	100	51½
Stock	Metropolitan	100	78
Stock	Midland	100	123½
Stock	Do., Birmingham and Derby	100	90
Stock	North British	100	35
Stock	North London	100	123
Stock	North Staffordshire	100	62
Stock	South Devon	100	46
Stock	South-Eastern	100	75½
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of Shares	Dividend per annum	Names.	Shares.	Paid. £ s. d.	Price per share. £ s. d.
5000	5 pc & bs	Clerical, Med. & Gen. Life	100	10 0 0	21 2 6
4000	40 pc & bs	County	100	10 0 0	85 0 0
3444	5 pc & bs	Eagle	50	5 0 0	6 0 0
10000	77 2s 6d pc	Equity and Law	100	6 0 0	7 14 3
20000	77 2s 6d pc	English & Scot. Law Life	50	3 10 0	5 5 0
2700	5 per cent	Equitable Reversionary...	105	...	95 0 0
4600	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	50 0 0	51 10 0
20000	5 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3 2 6
7500	10 per cent	Imperial Life	100	10 0 0	16 12 6
60000	12 per cent	Law Fire	100	2 10 0	3 2 6
10000	32½ per cent	Law Life	100	83 17 6	89 12 6
100000	10 per cent	Law Union	10	0 10 0	0 17 6
20000	5 l 17s 6d pc	Legal & General Life ...	50	8 0 0	9 0 0
20000	4 l 12s 6d pc	London & Provincial Law	50	4 17 8	4 11 3
40000	26 per cent	North Brit. & Mercantile	50	6 5 0	23 5 0
2500	12½ & bns	Provident Life	100	10 0 0	34 10 0
659220	20 per cent	Royal Exchange... ...	Stock	All	£318

MONEY MARKET AND CITY INTELLIGENCE.

The funds commenced the week with some buoyancy, but have subsequently been rather dull. With the exception of some fluctuations in railways, all the markets have been very quiet. The immediate disbursement of £5,715,048, by the Government on account of the telegraph companies will probably raise prices, at any rate temporarily. The new Russian loan is being taken up with extreme avidity, but its competition does not seem to have at all interfered with the other markets.

All applications for certificates in the Nevada Freehold Properties Trust must be sent in not later than next Saturday, on which day the trustees close the list.

THE WORCESTER AND WORCESTERSHIRE LAW SOCIETY.—The annual general meeting of this society was held at Worcester on the 14th January, Mr. John Stallard, solicitor, president of the society, occupying the chair. From the report it appeared that the number of members is seventy-four, showing an increase of four over the year 1868; three of the new members are barristers, raising the number of barrister members to twenty. Mr. William Allen, solicitor, was elected president of the society for the ensuing year, still retaining the offices of honary secretary and treasurer. Mr. Holyoake was elected vice-president; and Messrs. Hyde, Bedford, Hughes and Corbett were nominated members of the committee.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BOOTH—On Jan. 20, at Shotley Bridge, county Durham, the wife of John Booth, jun., Esq., of a son.

COCKLE—On Nov. 14, 1869, at Oakwal, near Brisbane, Queensland, Australia, the wife of Sir James Cockle, F.R.S., the Chief Justice of Queensland, of twins—son and daughter.

HANROTT—On Jan. 19, at Gipsy-hill, Mrs. P. A. Hanrott, of a son.

HARVEY—On Jan. 3, at Pera, Constantinople, the wife of Hingston Harvey, Esq., solicitor, of a daughter.

PATER—On Jan. 24, at Aston House, Junction-rd, Upper Holloway, the wife of T. Kennedy Pater, Esq., barrister-at-law, of a son.

DEATHS.

DICK—On Jan. 14, at Queen's Mount, Helensburgh, Andrew Coventry Dick, Esq., advocate.

NORRIS—On Jan. 23, William Norris, Esq., solicitor, Manchester, aged 53.

ROOPE—On Jan. 20, at Stockland, Somerset, Richard Roope, Esq., barrister-at-law, aged 50.

THRUPP—On Jan. 20, at Dorking, John Thrupp, Esq., late of Great Winchester-street, solicitor, in his 53rd year.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, Jan. 21, 1870.

UNLIMITED IN CHANCERY.

North Kent Railway Extension Railway Company.—Vice-Chancellor James has, by an order dated Dec 4, ordered that the above company be wound up. Webb, Gresham-st, solicitor for the petitioner.

LIMITED IN CHANCERY.

Bonelli's Electric Telegraph Company (Limited).—Petition for winding up, presented Jan 20, directed to be heard before Vice-Chancellor James on Saturday, Jan 29. Peckham, Gt Knightrider-st, Doctors'-commons, solicitor for the petitioner.

United Kingdom Electric Telegraph Company (Limited).—Petition for winding up, presented Jan 17, directed to be heard before Vice-Chancellor James on Jan 29. Crosley & Burn, Birchin-lane, solicitors for the petitioner.

TUESDAY, Jan. 25, 1870.

UNLIMITED IN CHANCERY.

State Fire Insurance Company.—Vice-Chancellor James purposes, on Tuesday, Feb 8, at 12, at his chambers, to proceed to make a call on all the contributories of the company who have been settled on the list of contributories, and that such call shall be for 1s per share.

Teignmouth and General Mutual Shipping Assurance Association.—Vice-Chancellor James has, by an order dated Jan 15, ordered that the above Company be wound up. James & Co, Ely-pl, Holborn, for Whidborne & Tozer, Teignmouth, solicitors for the petitioners.

LIMITED IN CHANCERY.

Old Westminster Mining Company (Limited).—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Edwd M Adams and Geo Hy Cordoza, 15, New Broad-st. Monday, March 14, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Patent Waterproof Paper Company (Limited).—Vice-Chancellor Malins has, by an order dated Jan 14, ordered that the above company be wound up. Miller, Budge-row, solicitor for the petitioner.

Plymouth Patent Sugar Refining Company (Limited).—Vice-Chancellor Malins has, by an order dated Jan 14, ordered that the above company be wound up. Wedlake & Letts, Mitre-ct, Temple, for Edmunds & Son, Plymouth, solicitors for the petitioner.

Creditors under Estates in Chancery.

FRIDAY, Jan. 21, 1870.

Last Day of Proof.

Akers, Jane, Stockwell-pk-rd, Widow. Feb 17. Akers *v* Barber, M.R. Oliver & Sons, Union Bank-chambers, Carey-st, Lincoln's-inn.

Blackburn, Thos Alfred, Pundersón-pl, Bethnal-green-rd. Jan 31. Owens *v* Blackburn, V.C. Stuart. Lowther & Mullens, Fenchurch-street.

Brown, Wm Branthwaite, Park-rd, Old Ford, Licensed Victualler. Feb 8. Swainson *v* Jefferson, V.C. James. Symes & Co, Fenchurch-st.

Chapman, John, Pimlico-wharf, Timber Merchant. Feb 16. Chapman *v* Collins, V.C. James. Hawks & Co, High-st, Southwark.

Collier, John, Paddock-gate, Kirkburton, Yorkshire, Clothier. Feb 21. Hinchliffe *v* Bates, V.C. James. Learoyd, Huddersfield.

Hatley, Newman, West Fields Farm, nr St Alban's, Hertfordshire, Farmer. Feb 17. Samson *v* Hatley, V.C. Malins. Sedgwick, Watford.

Hodgins, Sarah, Kennington-rd, Lambeth, Widow. Feb 21. Harrison v Drew, M.R.
Martin, Wm, Gaywood, Norfolkshire, Farmer. Feb 26. Martin v Martin, V.C. Stuart. Smith, Lincoln's-inn-fields.
Wood, Georgiana Row, Hoddesdon, Herts, Spinster. Feb 25. Ingram v Sibley, M.R.
Smith, Wm, New Cross rd, Deptford, Corn Chandler. Feb 21. Judkins v Smith, V.C. Stuart. Peddell, Guildhall-chambers, Basinghall-st.
Wilkinson, John, Whitby, Yorkshire, Butcher. Feb 21. Rickinson v Wilkinson, V.C. Stuart. Wilkinson, Whitby.
Williams, Harriett, Grange, nr Biggleswade, Beds, Widow. Feb 8. Williams v Pott, M.R. Hurford & Taylor, Furnival's-inn Holborn.
Williams, Howell Jones, Brecon, Esq. Feb 8. Williams v Pott, M.R. Hurford & Taylor, Furnival's-inn, Holborn.

TUESDAY, Jan. 25, 1870.

Bingham, Alex, Baring, Hatchett's Hotel, Piccadilly, Esq. Feb 23. Bingham v Baron Ashburton, V.C. James. Maynard & Son, Coleman-st.
Blew, John, Bromsgrove, Worcestershire, Dyer. Feb 23. Blew v Blew, M.R.
Brook, Geo, Huddersfield, Yorkshire, Joiner. Feb 28. Brook v Brook, V.C. James. Brook & Co, Huddersfield.
Fraser, Thos, Cliftonville, nr Brighton, Esq. March 4. Fraser v Fraser, V.C. Stuart. Sumner, Godliman-st, Doctors'-commons.
Fulcher, Mary, Clarges-st, May-fair. Feb 28. Asplin v Rose, V.C. James.
Hicks, Algernon, Connaught-sq, Hyde-pk, Esq. March 3. Hicks v Hicks, V.C. Stuart. Clapham & Fitch, Bishopsgate-st, Without.
Machin, Thos, Bognor, Sussex, Grocer. Feb 19. Machin v Darwin. V.C. Malins. Cockle, Deptford-bridge.
Marshall, Dame Augusta Eliza, Tyddyn Dedwydd, Denbighshire, Widow. Feb 24. Lynes v Whaller, V.C. James. Lovegrove, Gloucester.
Olliver, Alex, Sale, Cheshire, Gent. Feb 19. Taylor v Mellor, Registrar, Manch.
Sardis (British Steam-ship). March 21. Ryde v Day, V.C. Malins.
Selby, Catherine, Ilston-on-the Hill, Leicestershire, Spinster. Feb 15. Simpson v Spar, V.C. Malins. Harris, Leicester.
Shells, Fredk Chas, Feltham-hill, Middx, Esq. Feb 22. Shells v Barker, V.C. Malins. Cocker, Gower-street, Bedford-sq.
Smee, Margaret, Weodberry Down, Stoke Newington, Widow. Feb 28. Smee v Smee, V.C. Stuart. Janson & Co, Finsbury-circus.
Sutton, Nathaniel Langley, Bilton-lodge, Warwickshire, Farmer. Feb 28. Green v Sutton, V.C. Stuart. Benn, Rugby.
Waller, Sarah, Bromley, Kent, Spinster. Feb 12. Lambert v Budd V.C. Malins. Jackson, Billiter-sq.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 21, 1870.

Acton, Jas, Southport, Lancashire, Gent. March 1. Leigh & Ellis, Wigan.
Atkins, Fredk, Pentwyn, Brecon, Farmer. Feb 25. Field & Co, Merthyr Tydfil.
Ball, Cannon, Rochdale, Lancashire, Dyer. March 1. Sugg, Sheffield.
Barnes, Wm, Royal Exchange-bldgs, Metal Broker. March 1. Ashurst & Co, Old Jewry.
Baty, Richd, Worlabye Vicarage, Brigg, Lincoln, Clerk in Holy Orders. Feb 20. Swinburne & Parker, Bedford-row.
Baty, Thos Jack, Worlabye, Roehampton, Surrey, Clerk in Holy Orders. March 1. Swinburne & Parker, Bedford-row.
Bayly, Wm Villiers, Ipswich, Suffolk, Gent. March 19. Jackaman & Sons, Ipswich.
Beaumont, Martha, Aldmonbury, Yorks, Spinster. March 1. Sykes, Huddersfield.
Blackwell, John, Matlock, Derby, Gent. Feb 21. Wheatcroft, Matlock Bridge.
Edmonds, Mary Ann, New Gloucester-st, Hoxton, Spinster. Feb 28. Garrard & James, Suffolk-st, Pall Mall East.
Graves, John, South Cresent, Bedford-sq, Esq. Feb 18. Nichols & Co, Cook's-ct, Lincoln's-inn.
Green, Danl, Finsbury-circus, Gent. March 1. Terrell & Chamberlain, Basinghall-st.
Hannam, Meshach, Portsea, Hants, Grocer. Feb 28. Besant, Portsea.
Holmes, John, Manor Sheffield Park, Yorks, Collier. March 1. Sugg, Sheffield.
Holmes, Harriet, Sheffield Park, Yorks. March 1. Sugg, Sheffield.
Hume, Jas, Sydney, New South Wales, Architect. July 31. Roxburgh & Co, Sydney.
Kirk, Sarah, Thirsk, Yorks, Spinster. March 10. Richardson, Thirsk.
Mason, Geo Wm, Colchester, Essex, Innkeeper. March 1. Francis, Colchester.
Mason, Wm Gurney, Torquay, Devon, Gent. Feb 28. Besant, Portsea.
Mawdsley, John, Hanover-sq, Esq. April 7. Karslake, Regent-st.
Prue, Wm, (not Price, as printed in last Gazette) Leamington Priors, Warwick, Gent. March 14. Haymes & Co, Leamington.
Rees, Chas Goldney, Wigan, Lancashire, Gent. March 1. Leigh & Ellis, Wigan.
Roberts, Thos Wood, White Ladies' Aston, Worcester, Farmer. March 1. Corbett, Worcester.
Roberts, Jane, White Ladies' Aston, Worcester, Widow. March 1. Corbett, Worcester.
Robinson, Jas, Nortonthorpe Mills, Yorks, Designer of Fancy Cloth Patterns. April 1. Hesp & Co, Huddersfield.
Snodgrass, Jas, Southport, Lancashire. Feb 10. Welsly & Hill, Southport.
Stuart, Rev Edmund Luttrell, Blandford Forum, Dorset, March 14. Johns & Traill, Blandford Forum.
Symons, Saml Lyon De, Gloucester-pl, Hyde Park-gardens, Esq. Feb 21. Hooke & Street, Lincoln's-inn-fields.
Thompson, Joseph, Bilston, Stafford, out of business. March 25. Gough, Wolverhampton.
Toplis, Susannah, Lancaster-rd, Notting-hill, Widow. Feb 28. Saffery & Huntley, Tooley-st, Southwark.
Youll, Matthew Moralle, Newcastle-upon-Tyne, Woollen Draper March 1. Chartress & Youll, Newcastle-upon-Tyne.

TUESDAY, Jan. 25, 1870.

Alder, Geo, Battersea-rise, Gent. March 25. Corsellis, East-hill-Wandsworth.
Anning, Wm, Lime-st, Produce Broker. June 1. Lucas & Son, Trinity-pl, Charing-cross.
Ayers, Eliz, Lingwood, Norfolk, Spinster. Feb 28. Tillett, Norwich.
Baker, John, Cotham, Bristol, Gent. March 31. Harley, Bristol.
Barton, Sarah Jane Ann, Stanmore, Middlesex, Widow. Feb 28. Kearsley, Old Jewry.
Bedford, Worthy, Marshfield, Gloucester, Farmer. April 6. Mant & Co, Bath.
Beynon, Alfred, Haverfordwest, Maltster. March 25. John, Haverfordwest.
Body, Mary Louisa, Lambeth-walk, Widow. Feb 21. Farnfield, Serle-st, Lincoln's-inn.
Briant, Richd, Whitchurch, Oxford, Builder. March 20. Collins, Reading.
Brunton, Richd Law, Heeley, nr Sheffield, Engineer. April 12. Ryalls & Son, Sheffield.
Burton, Catherine, Huntingdon, Widow. March 1. Margetts & Sons, Huntingdon.
Byatt, Geo, King-st, St James'-sq, Licensed Victualler. Feb 28. Nash & Co, Suffolk-lane, Cannon-st.
Cartwright, John, Bath, Esq. March 1. Cartwright, Bristol.
Chambers, Thos Wm, Seaford, Sussex, Gent. Feb 21. Hillman.
Chapman, Kezia, Connaught-villas, Belvedere-rd, Upper Norwood, Widow. Feb 24. Cooke & Talbot, Raymond-bldgs, Gray's-inn.
Deane, Robt Alex, Cambridge-rd, Bethnal-green, Baker. Feb 25. Young & Sons, Mark-lane.
Ford, Margaret, Bentley Ford, Salop, Farmer. Feb 17. Salt & Sons, Shrewsbury.
Gardner, John, Aston Subeage, Gloucester, Farmer. March 25. Kendall, Bourton-on-the-Water.
Greenwood, John, Dewsbury, Yorks, Wool Merchant. April 16. Chadwick & Son, Dewsbury.
Gregory, Thos, Hacheston, Suffolk, Gent. March 20. Welton, Woodbridge.
Hust, Saml, Roughton, Norfolk, Farmer. Feb 28. Tillett, Norwich.
Ireland, Chas, Triangle Hackney, Licensed Victualler. March 21. Keene & Marsland, Lower Thames-st.
Kipping, Thos, Brighton, Sussex, Esq. March 1. M'Clellan, Newton-rd, Bayswater.
McCurrey, Robt, Upper Dorset-st, Pimlico, Builder. March 1. Hopgood, King William-st.
Morrell, Joseph, Belper, Derby, Farmer. Feb 18. Walker, Belper.
Pitt, Richd, St John's Wood, Gent. July 6. Daniel, Ramsgate.
Ready, Thos, Tettenhall, Stafford, Brass Founder. March 1. Hayes & Marshall, Wolverhampton.
Remnant, Wm, Hampstead-rd, Gent. Feb 20. Aldridge, Montague-pl, Russell-sq.
Rhodes, Jas, York, Gent. March 1. Phillips, York.
Smith, Robt, Silfield, Norfolk, Farmer. March 1. Blake & Co, Norwich.
Smyth, Edward Watson, Wadhurst Castle, Sussex, Esq. Feb 28. Tooke & Co, Bedford-row.
Tattersfield, Wm, Heckmondwike, York, Woollen Manufacturer. March 21. Chadwick & Son, Dewsbury.
Wainwright, Geo, Kirkdale, nr Lpool, Teamowner. March 10. Forshaw, Lpool.
Wilmot, Edmund, Milford House, Derby, Esq. March 10. Percy & Co, Nottingham.
Wilson, Richd, Brighton, Sussex, Esq. March 22. Hill & Son, Throgmorton-st.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 21, 1870.

Anderson, Thos, Birm, Optician. Dec 20. Comp. Reg Jan 20.
Blyth, Jas, & John Tanara, City-rd, Licensed Victuallers. Dec 16. Comp. Reg Jan 18.
Bradley, Philip Loader, Old Brentford, Middx, Corndealer. Dec 30. Comp. Reg Jan 20.
Butler, Joseph Spincks, Alma-st, New North-rd, Hoxton, Wine Merchant. Dec 22. Comp. Reg Jan 18.
Craven, John, Manch, out of business. Dec 24. Comp. Reg Jan 20.
Fewster, Richd, Kingston-upon-Hull, Builder. Dec 17. Asst. Reg Jan 20.
Gutch, Thos Gregory, & Norwood Vernon Collier, Southampton, Booksellers. Dec 20. Comp. Reg Jan 18.
Josiffe, Chas Hy, Heath-pl, Shepherd's-bush, out of business. Dec 31. Comp. Reg Jan 20.
Mallord, Jas, Park-villas, Queen's-rd, Croydon, Builder. Dec 24. Asst. Reg Jan 20.
Morris, Saml Hy, Edgbaston, Chemist. Dec 24. Comp. Reg Jan 18
Mortimer, Eli, Mountain Ash, Glamorganshire, Confectioner. Dec 28. Comp. Reg Jan 19.
Myles, Thos, Salford, Lancashire, Builder. Dec 20. Asst. Reg Jan 20.
Pickenle, Bowyer Eccles, Bradley-green, Staffordshire, Shoemaker. Dec 25. Comp. Reg Jan 20
Price, John Underwood, Birm, Umbrella Manufacturer. Dec 18. Asst. Reg Jan 19.
Rippon, Thos, Gt Grimsby, Lincolnshire, Ship Chandler. Dec 30. Comp. Reg Jan 18.
Rowland, Thos, Bradford, nr Manch, Provision Dealer. Dec 23. Comp. Reg Jan 18.
Scott, Jas Thornbull, Holborn-hill, Cumberland, Grocer. Dec 23. Comp. Reg Jan 20.
Sharp, Thos, Colney-hatch, Builder. Dec 22. Inspectorship. Reg Jan 19.
Shaw, Jas, Salford, Lancashire, Coal Dealer. Dec 30. Comp. Reg Jan 18.
Vincent, John, Hales-ter, West India Dock-rd, Corndealer. Dec 23. Comp. Reg Jan 19.
Willis, Isaac Albert Hy, Middlesborough, Yorks, Hotel Keeper. Dec 30. Comp. Reg Jan 18.
Wilson, Wm Wright, Kingston-upon-Hull, Currier. Dec 28. Comp. Reg Jan 19.

Worrall, John Wm. & Hy Thos Worrall, Wellington-st, Stepney-green, Rope Manufacturers. Dec 21. Comp. Reg Jan 14.

TUESDAY, Jan. 25, 1870.

Bocock, Thos, & Joseph Smith, Huddersfield, Yorks, Grocers. Dec 28. Comp. Reg Jan 21.
Bound, Hy, Sandown, Isle of Wight, Builder. Dec 31. Comp. Reg Jan 22.
Bradley, Lonsdale, Mount-st, Grosvenor-sq, Esq. Dec 31. Asst. Reg Jan 25.
Cooper, Geoffrey Veel, Hampstead-rd, Surgeon. Dec 29. Comp. Reg Jan 24.
Dickinson, Abraham, Blackburn, Lancashire, Builder. Dec 30. Asst. Reg Jan 21.
Jackman, Jas, High-st, Peckham, Boot Maker. Dec 30. Comp, Reg Jan 22.
Nosotti, Chas Fras, Oxford-st, Carver. Dec 24. Comp. Reg Jan 22.
Parker, John, Catford Bridge, Builder. Dec 30. Comp. Reg Jan 24.
Partridge, Joshua, Portland-rd, South Norwood, Grocer. Dec 28. Comp. Reg Jan 24.
Pike, Thos Wm, East Garston, Berks, Farmer. Dec 30. Asst. Reg Jan 22.
Soeber, Louis, Francois, Colney Hatch, Licensed Victualler. Dec 16. Asst. Reg Jan 24.
Wilkinson, Jas, Bradford, Yorks, Stuff Merchant. Dec 31. Comp. Reg Jan 25.

Bankruptcies

FRIDAY, Jan. 21, 1870.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Chape, Joseph Achille, Brewer-st, Goswell-rd, Printer. Pet Dec 30. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Mason, Chas Fredk, Fortess-ter, Kentish-town, Polish Manufacturer. Pet Dec 30. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Meagher, Lawrence, Gipsy-hill, Upper Norwood, Greengrocer. Pet Dec 31. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Mitchell, Nathaniel, & Richd Phillips, Gracechurch-st, Metal Merchants. Pet Dec 31. Pepys. Feb 1 at 11. Elmslie & Co, Leadenhall-st.
Packer, Danl Jas, Harrow-ter, Harrow-rd, out of business. Pet Dec 31. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Saunders, Frank Berry, Phœnix-yard, Oxford-st, Builder. Pet Dec 31. Feb 2 at 11. Halse & Co, Cheapside.
Spark, Alfd, Crawford-st, General Agent. Pet Dec 31. Feb 2 at 11. Cooke, Gresham-bldgs, Guildhall.
Tassin, Hippolyte Andre, Coleman-st, Wine Merchant. Pet Dec 30. Feb 2 at 12. Cooke, Gresham-bldgs, Guldhall.

To Surrender in the Country.

Albin, Mary, Prisoner for Debt, Walton. Adj Oct 18. Hime. Lpool, Feb 7 at 3. McConnal, jun, Lpool.
Bradley, John, Prisoner for Debt, Lancaster. Adj Dec 16. Fardell. Manch, Feb 11 at 11.
Forster, Jas, Back-o'-th'-Hill Farm, Cheshire, Farmer. Pet Dec 15. Macrae. Manch, Feb 3 at 11. Brown, Manch.
Hawkins, Thos, Blackburn, Lancashire, Joiner. Pet Dec 20. Fardell. Manch, Feb 16 at 11. Lamb, Manch.
Holmes, Hy, Gateshead, Durham, Builder. Pet Dec 30. Gibson. Newcastle-upon-Tyne, Feb 2 at 12. Hoyle & Co, Newcastle-upon-Tyne.
Millward, John, Prisoner for Debt, Lancaster. Adj Dec 16. Macrae. Manch, Feb 10 at 11.
Witherington, John Thos, Blackburn, Lancashire, Fish Curer. Pet Dec 20. Fardell. Manch, Feb 16 at 11. Lamb, Manch.

Under the Bankruptcy, Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Crowhurst, Anthony Morris, Aldermanbury, Importer of Fancy Goods. Pet Jan 12. Murray. Feb 7 at 11.
Trevett, John, Rye-lane, Peckham, Ironmonger. Pet Jan 14. Spring-Rice. Feb 3 at 11.
Turner, Fredk, Mile End-rd, Draper. Pet Jan 14. Roche. Feb 11 at 11.

To Surrender in the Country.

Britton, Wm, Uttoxeter, Staffordshire, Draper. Pet Jan 19. Hubbersty. Burton-on-Trent, Feb 1 at 10.
Davy, Saml, Warsop, Notts, Farmer. Pet Jan 15. Patchitt. Nottingham, Feb 4 at 1.
Dickinson, Jas, Lpool, Boot Maker. Pet Jan 19. Hime. Lpool, Feb 2 at 2.
Ridlington, Jas Newton, Wainfleet All Saints, Lincolnshire, Grocer. Pet Jan 18. Staniland. Boston, Feb 1 at 10.

TUESDAY, Jan. 25, 1870.

Under the Bankruptcy Act, 1861.

To Surrender in London.

Bryant, John Jas, New-rd, Hammersmith, Commercial Traveller. Pet Dec 31. Feb 14 at 11. Cooke, Gresham-bldgs Guildhall.
Carpenter, Andrew, London-st, Greenwich, Grocer. Pet Dec 30. Hazlitt. Feb 23 at 12. Cooke, Gresham-bldgs, Guildhall.
Faint, Geo, George-st, Albion-st, Rotherhithe, Bricklayer. Pet Dec 31. Hazlitt. Feb 23 at 12. Cooke, Gresham-bldgs, Guildhall.
Harding, Jas, Tottenham-ct-rd, China Dealer. Pet Dec 30. Hazlitt. Feb 23 at 11. Cooke, Gresham-bldgs, Guildhall.

To Surrender in the Country.

Shales, Thos, Sheffield, Grocer. Pet Dec 28. Rodgers. Sheffield. Feb 10 at 1. Binney & Son, Sheffield.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Passmore, John, Oxford-ter, Notting-hill, Plumber. Pet Jan 24. Pepys. Feb 8 at 11.
Tidey, Danl, Belsize-pk-gardens, Belsize-pk, Builder. Pet Jan 21. Murray. Feb 11 at 12.

To Surrender in the Country.

Barton, John, Dorrington, Lincolnshire, Wheelwright. Pet Jan 21. Gaches. Peterborough, Feb 7 at 11.
Hevingham, Geo, Wolverhampton, Staffordshire, Builder. Pet Jan 21. Skinner. Wolverhampton, Feb 7 at 11.
Tickner, Fredk. Tunbridge, Kent, Innkeeper. Pet Jan 21. Walker. Tunbridge Wells, Feb 14 at 3.
Turner, Joshua, Dewsbury, Yorks, Woollen Manufacturer. Pet Jan 20. Nelson. Dewsbury, Feb 14 at 10.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan, 21, 1870.

Mundy, Andrew Jas, Prospect-pl, Peckham-rye, Builder. Jan 19.
Stodart, Geo, Havelock-ter, New Peckham, Master Mariner. Jan 14.